

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**TUESDAY, AUGUST 16, 2022**

**9:00 A.M.**

**201 E. GREEN STREET**

**TAYLOR COUNTY ADMINISTRATIVE COMPLEX**

**OLD POST OFFICE**

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 9:00 A.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

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

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

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

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

THE CHAIR READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

**3. APPROVAL OF AGENDA:**

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

1. MOVE ITEM NO. 4., THE BOARD TO CONSIDER ADOPTION OF RESOLUTION HONORING RHETT WILLINGHAM FOR HIS HEROIC ACTS OF JUNE 30, 2022, TO ITEM NO. 21-A., AS FOLLOWS:

THE BOARD TO DISCUSS ADOPTION OF RESOLUTION TO RHETT WILLINGHAM IN RECOGNITION OF HIS HEROIC ACTS OF JUNE 30, 2022, AS AGENDAED BY COMMISSIONER FEAGLE.

**AWARDS/RECOGNITION:**

4. MOVED TO ITEM NO. 21-A.

**CONSENT ITEMS:**

5. APPROVAL OF MINUTES OF JULY 26, AND AUGUST 1, 2022.

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

GENERAL REVENUE FUND	068081	THROUGH	068167	INCLUSIVE
ROAD AND BRIDGE FUND	5017395	THROUGH	5017416	INCLUSIVE

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

7. THE BOARD TO CONSIDER ALLOWING THE SHERIFF TO KEEP \$129,046.88 AS A BUDGET AMENDMENT, AS SUBMITTED BY SHERIFF PADGETT.
8. THE BOARD TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CHW, INC., FOR THE RECONSTRUCTION AND RESURFACING OF ASH STREET, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF 2022-2023 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT, IN THE AMOUNT OF \$93,750, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE FEMA CLOSEOUT PROJECT DR4337 PW 1697 FOR HURRICANE IRMA, AS AGENDAED BY JOHN LOUK, DIRECTOR OF EMERGENCY MANAGEMENT.
11. THE BOARD TO CONSIDER APPROVAL OF BUCKEYE REEF PERMIT- TAYLOR CO-BUCKEYE-REEF-EXTEND AND EXPAND, SAJ-1995-05915, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

MOTION TO ADOPT CONSENT ITEM NOS. FIVE (5) THROUGH ELEVEN (11).

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTERS; CHW, INC. ENGINEERING SERVICES AGREEMENT; SMALL COUNTY CONSOLIDATED WASTE MANAGEMENT GRANT AGREEMENT, \$93,750; HURRICANE IRMA FEMA GRANT CLOSE-OUT DOCS; BUCKEYE REEF PERMIT



**BIDS/PUBLIC HEARINGS:**

- 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 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.**

NO BIDS RECEIVED.

MOTION TO RE-ADVERTISE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

## **PUBLIC REQUESTS**

### **13. JOHN COLLINS, AVCON, INC. TO APPEAR TO UPDATE THE BOARD ON CURRENT AND UPCOMING AIRPORT ACTIVITIES AND PROJECTS AT PERRY-FOLEY AIRPORT.**

#### **DISCUSSION:**

**MR. COLLINS PRESENTED COMPLETED PROJECTS AND UPCOMING PROJECTS AT THE PERRY-FOLEY AIRPORT:**

- MAIN PROJECT COMPLETION-NORTH T-HANGAR DEVELOPMENT TO GENERATE RENTAL REVENUE
- COMPLETED CORPORATE HANGAR DEVELOPMENT. TENANT COMMITMENT BEFORE BUILDING COMPLETE. RESTROOM ADDITION
- AIRPORT MASTER PLAN UPDATE
- REHABILITATE CONCRETE APRON
- RE-MARKED RUNWAY 18-36 EXTENDING IT TO 5,013 FEET TO ALLOW LARGER JETS TO LAND
- REPLACED RUNWAY LIGHTS
- AIRFIELD ELECTRICAL REHABILITATION
- COMPLETED TREE AND OBSTRUCTION REMOVAL

#### **FUTURE PROJECTS:**

- WILDLIFE HAZARD ASSESSMENT
- REHABILITATE RUNWAY 12-30
- REALIGN TAXIWAYS
- REHABILITATE CONCRETE APRON
- CONSTRUCT HANGAR DEVELOPMENTS

**NO ACTION NECESSARY.**

**CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:**

- 14. THE BOARD TO CONSIDER APPROVAL OF INSURANCE COMMITTEE  
RECOMMENDATION FOR THE RENEWAL OF THE COUNTY'S HEALTH INSURANCE PLAN,  
AS AGENDAED BY GARY KNOWLES, CLERK.**

DISCUSSION:

MOTION TO ACCEPT INSURANCE COMMITTEE RECOMMENDATION FOR THE COUNTY'S  
HEALTH INSURANCE PLAN RENEWAL WITH UNITED HEALTHCARE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: UHC MEDICAL PROPOSED PLAN FOR T.C.B.C.C.

**15. THE CLERK TO DISCUSS TAX DEED APPLICATION NO. 22-014, PLACED ON LIST OF "LAND AVAILABLE FOR TAXES".**

**DISCUSSION:**

THE CLERK INFORMED THE BOARD OF NINETY (90) DAY NOTICE TO PURCHASE PROPERTY TAX DEED 22-014, PARCEL R05290-000, FOR \$5,028.62, IF THE PROPERTY COULD BE OF USE TO THE BOARD.

AS THE BOARD HAS NO USE FOR THE PROPERTY, IT WAS A CONSENSUS OF THE BOARD TO PLACE PROPERTY TAX DEED 22-014, PARCEL R05290-000, ON THE LIST OF LANDS AVAILABLE FOR SALE.

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

**COUNTY STAFF ITEMS:**

- 16. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION AND SUPPORTING DOCUMENTS REQUIRED FOR SUBMISSION, REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$200,000, FOR THE TAYLOR COUNTY SPORTS COMPLEX FOR 2023-2024 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FUNDING CYCLE, AS AGENDAED BY MELODY COX, GRANTS WRITER.**

**DISCUSSION:**

GRANTS WRITER – DISCUSSED THE FRDAP GRANT AND ADVISED THAT THERE IS A \$200,000 MATCH, AS WELL AS REQUESTING \$200,000 GRANT, TO BE USED FOR A SOFTBALL FIELD AT THE SPORTS COMPLEX, AS WELL AS SOME OTHER SMALL PROJECTS.

MOTION TO APPROVE THE GRANT APPLICATION FOR SUBMISSION FOR FRDAP FUNDING IN THE AMOUNT OF \$200,000, TO CONSTRUCT A NEW SOFTBALL FIELD AT THE SPORTS COMPLEX.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: GRANT APPLICATION/SUPPORT DOCUMENTS, \$200,000

**17. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT, IN THE AMOUNT OF \$9,500, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR FINANCIAL PROJECT NUMBER 431357-2-94-23 PERRY-FOLEY AIRPORT WILDLIFE HAZARD MANAGEMENT ASSESSMENT AND PLAN, AS AGENDAED BY THE GRANTS WRITER.**

**DISCUSSION:**

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER ENGLISH AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED RESOLUTION BY TITLE.

MOTION BY COMMISSIONER NEWMAN, SECOND BY COMMISSIONER ENGLISH AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE AUTHORIZING RESOLUTION.

MOTION TO APPROVE THE FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT FOR \$9,500, FOR PROJECT NUMBER 431357-2-94-23 PERRY-FOLEY AIRPORT WILDLIFE MANAGEMENT ASSESSMENT AND PLAN.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: FDOT GRANT AGREEMENT/AUTHORIZING RESOLUTION FOR P-F AIRPORT WILDLIFE HAZARD MANAGEMENT ASSESSMENT & PLAN, \$9,500

**18. THE BOARD TO CONSIDER APPROVAL OF THE FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT, IN THE AMOUNT OF \$1,000,000, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR FINANCIAL PROJECT NUMBER 441953-1-94-23 PERRY-FOLEY AIRPORT DESIGN AND REHAB APRON PROJECT, AS AGENDAED BY THE GRANTS WRITER.**

**DISCUSSION:**

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER ENGLISH AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED RESOLUTION BY TITLE.

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER MOODY AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE AUTHORIZING RESOLUTION.

MOTION TO APPROVE THE FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT FOR \$1,000,000, FOR PROJECT NUMBER 441953-1-94-23 PERRY-FOLEY AIRPORT DESIGN AND REHAB APRON PROJECT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: FDOT GRANT AGREEMENT/AUTHORIZING RESOLUTION P/F AIRPORT DESIGN & REHAB APRON PROJECT, \$1,000,000

**19. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY JAIL HOUSING ADDITION AND REHAB PROJECT DESIGN/BUILD REQUEST FOR PROPOSALS (RFPS) PACKAGE/ADVERTISING, AS AGENDAED BY THE COUNTY ENGINEER.**

**DISCUSSION:**

COUNTY ENGINEER – THE TIMELINE HAS TO BE COMPLETED BY MAY OF 2023. THIS INCLUDES NEW HOUSING BUILDING AND SOME LOCK AND CAMERA IMPROVEMENTS. THE \$4.6M GRANT FLOWS THROUGH COUNTY. YOU AWARD PROJECT AT A GUARANTEED MAXIMUM PROJECT.

MOTION TO APPROVE RFPS TO BE ADVERTISED FOR JAIL REHAB/BUILD PROJECT.

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

MOTION CARRIED BY UNANIMOUS VOTE.



**GENERAL BUSINESS:**

**20. THE BOARD TO DISCUSS HODGES PARK RENOVATION, AS AGENDAED BY COMMISSIONER FEAGLE.**

DISCUSSION:

COMMISSIONER FEAGLE – THE GRANT CONTRACT HAS BEEN COMPLETED.

COUNTY ADMINISTRATOR – THE GRANT WAS RECEIVED IN MAY, 2022.

COMMISSIONER FEAGLE – WHEN WILL PROJECT START?

COUNTY ADMINISTRATOR – THE COUNTY ENGINEER IS WORKING ON A TOPOGRAPHICAL SURVEY, REQUIRED TO START THE PROJECT.

COUNTY ENGINEER – THE GRANT DOCUMENTS REQUIRE ADDITIONAL LANGUAGE NOT USED BEFORE AND IS CAUSING THE DELAY.

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

NO ACTION REQUIRED.

**21. THE BOARD TO DISCUSS BOARD ROOM MICROPHONES, AS AGENDAED BY COMMISSIONER FEAGLE.**

DISCUSSION:

COMMISSIONER FEAGLE – SOME PEOPLE AT THE LAST MEETING SAID THEY HAD A HARD TIME HEARING.

COUNTY ADMINISTRATOR – THE SYSTEM CANNOT USE BOTH MICROPHONES AT THE SAME TIME. WE INSTALLED THIS SYSTEM FOR REMOTE USE DURING COVID.

COMMISSIONER FEAGLE – WE NEED TO FIX THE SOUND SYSTEM IN THE BOARD ROOM.

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

NO ACTION TAKEN.

**21-A. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION HONORING RHETT WILLINGHAM FOR HIS HEROIC ACTS OF JUNE 30, 2022, AS AGENDAED BY COMMISSIONER FEAGLE.**

DISCUSSION:

COMMISSIONER FEAGLE – THIS PERSON DESERVES RECOGNITION FOR HIS ACTIONS TAKEN IN SAVING HIS SISTER. WE NEED TO PREPARE A RESOLUTION OF RECOGNITION.

MOTION TO AUTHORIZE THE PREPARATION OF A RESOLUTION OF RECOGNITION TO RHETT WILLINGHAM.

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

MOTION CARRIED BY UNANIMOUS VOTE.

**COUNTY ADMINISTRATOR ITEMS:**

**22. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM LANDFILL FUND RESERVES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

**DISCUSSION:**

COUNTY ADMINISTRATOR – WE ARE HAVING CHALLENGES MEETING THE BUDGET IN SOLID WASTE. THE LAST FUEL BILL WAS \$23,000. I WOULD LIKE TO USE LANDFILL FUND RESERVES TO FUND THE FUEL (\$75,000), THEN \$15,000 FOR MAIL-OUT COSTS (FOR NOTICING OF POTENTIAL SOLID WASTE ASSESSMENT INCREASE).

MOTION TO TRANSFER \$90,000 FROM LANDFILL FUND RESERVES TO SOLID WASTE FUND, TO BE USED, AS STATED.

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

MOTION CARRIED BY UNANIMOUS VOTE.

**23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.**

COUNTY ADMINISTRATOR – WE HAVE A NEW PARK AND RECREATION DIRECTOR, JUSTIN RUSSELL. HE WAS PROMOTED FROM SOLID WASTE MECHANIC.

THE COUNTY ADMINISTRATOR ADVISED THAT THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) HAS AWARDED CHAIR DEMPS THE JAMES H. MONTGOMERY CERTIFICATE OF OUTSTANDING ATTENDANCE.

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

NO COMMENTS

**25. BOARD INFORMATIONAL ITEMS:**

COMMISSIONER NEWMAN – CAN WE DISCUSS ITEMS THAT DO NOT REQUIRE ACTION AT OUR WORKSHOPS?

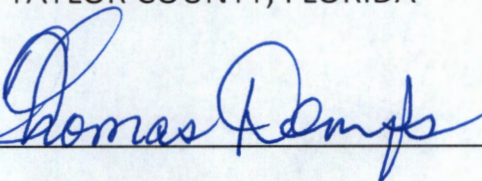
COMMISSIONER FEAGLE – DO WE HAVE INMATE WORK CREWS WORKING ON ROADS?  
COUNTY ADMINISTRATOR – THEY ARE MAINLY WORKING THE SPORTS COMPLEX.

COMMISSIONER FEAGLE – HOW OFTEN ARE WE GRADING ROADS?  
COUNTY ADMINISTRATOR – WE USUALLY GRADE A ROAD ABOUT EVERY THREE (3) WEEKS.

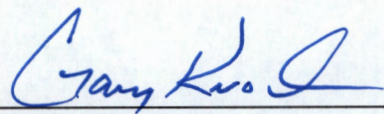
THE HOUR BEING APPROXIMATELY 10:51 A.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER ENGLISH, TO ADJOURN. THE MOTION PASSED BY UNANIMOUS VOTE, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY:   
THOMAS DEMPS, Chair

ATTEST:

BY:   
GARY KNOWLES, Clerk



SUNGARD PENTAMATION, INC.  
 DATE: 08/16/2022  
 TIME: 16:11:56

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017395' and '5017416'  
 ACCOUNTING PERIOD: 11/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	24.23
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	9.50
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	9.50
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	9.50
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	55.96
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	56.05
1011010	5017395	08/08/22	000112	660 - CONSOLIDATED	COMMU 0301	8/1-8/31/22	0.00	242.59
TOTAL CHECK							0.00	407.33
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	5/27-6/28/22	0.00	87.75
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/29-7/28/22	0.00	87.75
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	81.96
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	43.47
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	41.73
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	32.33
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	63.96
1011010	5017396	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0301	6/9-7/11/22	0.00	131.12
TOTAL CHECK							0.00	570.07
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	5/23-6/24/22	0.00	32.52
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/24-7/23/22	0.00	31.90
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	5/23-6/24/22	0.00	31.72
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/24-7/23/22	0.00	31.21
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	5/27-6/29/22	0.00	19.41
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/29-7/28/22	0.00	19.69
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	5/23-6/24/22	0.00	43.32
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/24-7/23/22	0.00	42.29
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/15-7/15/22	0.00	30.77
1011010	5017397	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/15-7/15/22	0.00	31.62
TOTAL CHECK							0.00	314.45
1011010	5017398	08/12/22	000063	CITY OF PERRY	0301	6/9-7/13/22	0.00	71.10
1011010	5017398	08/12/22	000063	CITY OF PERRY	0301	6/9-7/13/22	0.00	74.87
1011010	5017398	08/12/22	000063	CITY OF PERRY	0301	6/9-7/13/22	0.00	5.00
TOTAL CHECK							0.00	150.97
1011010	5017399	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/2-8/2/22	0.00	83.40
1011010	5017400	08/16/22	7830	RODNEY B LEE	0302	1221.7 ACRES @33.85	0.00	41,354.54
1011010	5017401	08/16/22	7474	AMAZON CAPITAL SERVICES,	0301	DEWALT 20V MAX XR BRUS	0.00	394.76
1011010	5017401	08/16/22	7474	AMAZON CAPITAL SERVICES,	105	CREDIT MEMO	0.00	-42.38
1011010	5017401	08/16/22	7474	AMAZON CAPITAL SERVICES,	105	XL DISPOSABLE GLOVES	0.00	42.38
1011010	5017401	08/16/22	7474	AMAZON CAPITAL SERVICES,	105	XL DISPOSABLE GLOVES	0.00	45.00
TOTAL CHECK							0.00	439.76
1011010	5017402	08/16/22	7591	CANON FINANCIAL SERVICES	0301	MONTHLY NASPO VALUE	0.00	72.22
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	REMOVE AND INSTALL BOT	0.00	2,600.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	DISASSEMBLE, DRAIN FLU	0.00	1,500.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	HYDRAULIC FLUID (5 GAL	0.00	195.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	ENVIR/MISC. - GRADALL	0.00	35.00

SUNGARD PENTAMATION, INC.  
 DATE: 08/16/2022  
 TIME: 16:11:56

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017395' and '5017416'  
 ACCOUNTING PERIOD: 11/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	1J977-16-12	0.00	130.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	1JS77-12-12	0.00	64.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	797TC-12	0.00	584.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	10643-4-4	0.00	16.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	471TC-4	0.00	14.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	4-4 FTX-S	0.00	2.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	4-4 CTX-S	0.00	6.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	HH204ES	0.00	127.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	LABOR	0.00	520.00
1011010	5017403	08/16/22	7515	CERTIFIED HYDRAULICS INC	0301	FREIGHT	0.00	70.00
TOTAL CHECK							0.00	5,863.00
1011010	5017404	08/16/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
1011010	5017404	08/16/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
TOTAL CHECK							0.00	546.08
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	OILS & FLUIDS	0.00	179.64
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	LIBRICANTS NON PETROLE	0.00	179.40
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	DEX/ TRANS FLUID	0.00	95.76
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	OILS & FLUIDS	0.00	35.88
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	LUBRICANTS NON PETROLE	0.00	39.90
1011010	5017405	08/16/22	003306	FOULKE DISTRIBUTING, INC	105	CLEANERS	0.00	41.88
TOTAL CHECK							0.00	572.46
1011010	5017406	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0301	FORTONE 245/70/17	0.00	180.34
1011010	5017406	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0301	FTP	0.00	1.00
1011010	5017406	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0301	DISPOSAL - PICKUP - 70	0.00	3.00
TOTAL CHECK							0.00	184.34
1011010	5017407	08/16/22	6921	JONES WELDING&INDUSTRIAL	0301	OX282	0.00	16.43
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	0301	18X24X080 PRIS RED ON	0.00	45.00
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	0301	24X24X080 SQ PRIS RED	0.00	60.00
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	0301	SET UP FEE	0.00	30.00
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	105	6' 1.12#/FT GALVANIZED	0.00	630.00
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	105	12' 2#/FT GREEN U-CHAN	0.00	1,342.50
1011010	5017408	08/16/22	001712	MUNICIPAL SUPPLY & SIGN	105	10'2#/FT GREEN U-CHANN	0.00	1,155.00
TOTAL CHECK							0.00	3,262.50
1011010	5017409	08/16/22	7815	ODP BUSINESS SOLUTIONS,	105	SPRAY DISINFECTANT	0.00	105.97
1011010	5017409	08/16/22	7815	ODP BUSINESS SOLUTIONS,	105	ALCOHOL WIPES	0.00	79.80
1011010	5017409	08/16/22	7815	ODP BUSINESS SOLUTIONS,	105	SPONGES	0.00	19.59
TOTAL CHECK							0.00	205.36
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	782-5252 BOOSTER CABLE	0.00	152.99
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	655-2473 BLOWER MOTOR	0.00	122.99
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	8.29
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	44.99
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	45.35
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	48.98
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	48.53
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	47.98

SUNGARD PENTAMATION, INC.  
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SELECTION CRITERIA: transact.check\_no between '5017395' and '5017416'  
 ACCOUNTING PERIOD: 11/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	40.25
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	49.77
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	48.30
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	30.18
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	30.64
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	36.58
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	49.00
1011010	5017410	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	45.08
TOTAL CHECK							0.00	849.90
1011010	5017411	08/16/22	7824	TIGER DIRECT LLC	0303	PART #14900285	0.00	150.00
1011010	5017411	08/16/22	7824	TIGER DIRECT LLC	0304	PART #14900285	0.00	228.63
1011010	5017411	08/16/22	7824	TIGER DIRECT LLC	0304	ESTIMATED SHIPPING/HAN	0.00	32.10
TOTAL CHECK							0.00	410.73
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	BOTTLED GATORADE	0.00	86.40
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	9" ROLL TISSUE PAPER	0.00	231.20
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	FANTASTIK	0.00	33.52
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PAINT & RELATED ITEMS	0.00	78.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PAINT & RELATED ITEMS	0.00	70.68
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	SAWS & IMPLEMENTS	0.00	18.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTIVE	0.00	24.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PERSONAL PROTECTION	0.00	19.20
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	ESTIMATED SHIPPING/HAN	0.00	10.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PINESOL CLEANING LIQUI	0.00	90.36
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	SAWS & IMPLEMENTS	0.00	18.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	TOILET TISSUE	0.00	229.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	WISK BROOMS	0.00	11.70
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PAPER PRODUCTS	0.00	96.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	JANITORIAL SUPPLIES	0.00	256.40
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	PAPER PRODUCTS	0.00	82.00
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	BROOM HANDLE 60"	0.00	13.30
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	SIMPLE GREEN	0.00	76.68
1011010	5017412	08/16/22	5079	TOM HORNE SUPPLY COMPANY	105	ESTIMATED SHIPPING/HAN	0.00	10.00
TOTAL CHECK							0.00	1,454.44
1011010	5017413	08/16/22	6281	VERIZON WIRELESS SERVICE	0301	INV# 9912217585	0.00	3.48
1011010	5017413	08/16/22	6281	VERIZON WIRELESS SERVICE	0303	INV# 9912217585	0.00	0.18
TOTAL CHECK							0.00	3.66
1011010	5017414	08/16/22	001740	W.W. GRAINGER, INC.	0301	KESON PAINT APPLICATOR	0.00	34.32
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/2/22 FUEL	0.00	87.00
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/2/22 FUEL	0.00	63.36
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/2/22 FUEL	0.00	43.73
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/3/22 FUEL	0.00	68.30
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/3/22 FUEL	0.00	82.00
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	0301	8/3/22 FUEL	0.00	53.00
1011010	5017415	08/16/22	000119	WARE OIL & SUPPLY COMPAN	105	1 PALETTE OF DEF (80 J	0.00	880.00
TOTAL CHECK							0.00	1,277.39
1011010	5017416	08/16/22	003617	WHITEHEAD	105	BOTTLED WATER	0.00	95.66

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TAYLOR COUNTY BOARD OF COMMISSIONERS  
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SELECTION CRITERIA: transact.check\_no between '5017395' and '5017416'  
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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT						0.00	58,169.01
TOTAL FUND						0.00	58,169.01

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SELECTION CRITERIA: transact.check\_no between '5017395' and '5017416'  
ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	50174	11/03/14	6281 VERIZON WIRELESS SERVICE	0239	911 WIRELESS (STATE)	0.00	44.11
TOTAL CASH ACCOUNT						0.00	44.11
TOTAL FUND						0.00	44.11
TOTAL REPORT						0.00	58,213.12

SUNGARD PENTAMATION, INC.  
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TAYLOR COUNTY BOARD OF COMMISSIONERS  
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 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 151 - SMALL COUNTY SALES SURTAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68104	08/16/22	7517	CENTURY AMBULANCE SERVIC	1506	MO. SUBSIDY 09/22	0.00	68,086.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	TCRHS5 WEC 60" TRACER	0.00	1,323.94
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	TCRB49 WEC TRACER BRAC	0.00	1,179.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	TCLIB WEC BLUE T-SERIE	0.00	1,087.64
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	WEC-HHS3200 WEC SIREN	0.00	313.60
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	SA315P WHELEN 100W COM	0.00	948.08
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	SAK65 WEC WEC SA315 MT	0.00	79.80
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	GGC19HBLIC MEYER RANCH	0.00	583.20
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	IX49UFZ-BR WEC SOLO WE	0.00	598.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	DTA8 WEC 8-LIGHT DOMIN	0.00	276.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	DBKT4 WEC L -ANGLE MTG	0.00	1,847.40
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	WIONB WEC BLUE WIDE AN	0.00	1,105.76
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	INSTALL DSS INSTALLATI	0.00	2,600.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	INSTALL KIT MISC INSTA	0.00	150.00
1011010	68105	08/16/22	7082	DANA SAFETY SUPPLY, INC.	1507	ESTIMATED SHIPPING/HAN	0.00	350.00
TOTAL CHECK							0.00	12,442.42
1011010	68106	08/16/22	7335	SMARTCOP, INC.	1507	SMART CAD - JULY 2022	0.00	2,295.00
1011010	68106	08/16/22	7335	SMARTCOP, INC.	1507	SMARTRMS - JULY 2022 -	0.00	2,444.00
1011010	68106	08/16/22	7335	SMARTCOP, INC.	1507	SMART MOBILE - JULY 20	0.00	2,914.00
1011010	68106	08/16/22	7335	SMARTCOP, INC.	1507	SMART JAIL - JULY 2022	0.00	5,280.00
1011010	68106	08/16/22	7335	SMARTCOP, INC.	1507	SMART ADMIN - JULY 202	0.00	1,317.00
TOTAL CHECK							0.00	14,250.00
TOTAL CASH ACCOUNT							0.00	94,778.42
TOTAL FUND							0.00	94,778.42

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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0489	8/1-8/31/22	0.00	118.25
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0489	8/1-8/31/22	0.00	58.07
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0164	8/1-8/31/22	0.00	403.22
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0192	8/1-8/31/22	0.00	146.71
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0160	8/1-8/31/22	0.00	48.48
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0160	8/1-8/31/22	0.00	48.48
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0106	8/1-8/31/22	0.00	9.50
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0118	8/1-8/31/22	0.00	9.50
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	43.64
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0192	8/1-8/31/22	0.00	323.94
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	23.73
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0111	8/1-8/31/22	0.00	30.71
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0500	8/1-8/31/22	0.00	24.23
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0260	v	0.00	35.46
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0430	8/1-8/31/22	0.00	47.96
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0489	8/1-8/31/22	0.00	222.58
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	23.73
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0260	8/1-8/31/22	0.00	33.71
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	23.73
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	23.73
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	89.94
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	26.23
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0118	8/1-8/31/22	0.00	57.55
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0500	8/1-8/31/22	0.00	41.48
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0250	8/1-8/31/22	0.00	202.64
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0192	8/1-8/31/22	0.00	146.12
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0500	8/1-8/31/22	0.00	273.75
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0430	8/1-8/31/22	0.00	51.97
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0430	8/1-8/31/22	0.00	410.25
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0114	8/1-8/31/22	0.00	65.88
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0164	8/1-8/31/22	0.00	117.74
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0113	8/1-8/31/22	0.00	487.37
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0350	8/1-8/31/22	0.00	256.77
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0277	8/1-8/31/22	0.00	73.02
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0171	8/1-8/31/22	0.00	175.91
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0261	8/1-8/31/22	0.00	55.11
1011010	68082	08/08/22	000112	660 - CONSOLIDATED	COMMU 0160	8/1-8/31/22	0.00	49.30
TOTAL CHECK							0.00	4,280.39
1011010	68083	08/08/22	000072	BIG BEND WATER AUTHORITY	0165	6/28-7/29/22	0.00	210.09
1011010	68084	08/08/22	000063	CITY OF PERRY	0430	6/1-7/1/22	0.00	608.79
1011010	68084	08/08/22	000063	CITY OF PERRY	0164	6/2-7/7/22	0.00	87.55
1011010	68084	08/08/22	000063	CITY OF PERRY	0123	6/3-7/8/22	0.00	46.60
1011010	68084	08/08/22	000063	CITY OF PERRY	0160	6/2-7/7/22	0.00	222.88
1011010	68084	08/08/22	000063	CITY OF PERRY	0160	6/2-7/7/22	0.00	214.86
1011010	68084	08/08/22	000063	CITY OF PERRY	0162	6/14-7/15/22	0.00	67.92
1011010	68084	08/08/22	000063	CITY OF PERRY	0172	6/14-7/15/22	0.00	20.75
1011010	68084	08/08/22	000063	CITY OF PERRY	0261	6/14-7/14/22	0.00	25.94
1011010	68084	08/08/22	000063	CITY OF PERRY	0261	6/15-7/15/22	0.00	29.69
1011010	68084	08/08/22	000063	CITY OF PERRY	0250	6/6-7/8/22	0.00	105.52
TOTAL CHECK							0.00	1,430.50

SUNGARD PENTAMATION, INC.  
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TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68085	08/08/22	000110	DUKE ENERGY FLORIDA, INC	0430	6/29-7/28/22	0.00	749.57
1011010	68086	08/08/22	001577	TAYLOR COASTAL WATER&SEW	0453	6/17-7/18/22	0.00	122.62
1011010	68086	08/08/22	001577	TAYLOR COASTAL WATER&SEW	0453	6/17-7/18/22	0.00	93.82
TOTAL CHECK							0.00	216.44
1011010	68087	08/08/22	7382	ABS TECHNOLOGY SOLUTIONS	0250	AGMT# 025-1500250-000	0.00	91.90
1011010	68087	08/08/22	7382	ABS TECHNOLOGY SOLUTIONS	0164	AGMT# 025-1499967-000	0.00	184.27
1011010	68087	08/08/22	7382	ABS TECHNOLOGY SOLUTIONS	0430	AGMT# 015-1361236-000	0.00	324.18
TOTAL CHECK							0.00	600.35
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0192	6/24-7/23/22	0.00	346.06
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0191	6/9-7/9/22	0.00	30.77
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0191	6/15-7/15/22	0.00	44.22
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0192	6/15-7/15/22	0.00	34.11
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0510	5/27-6/29/22	0.00	91.66
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0510	6/29-7/28/22	0.00	93.54
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0512	5/27-6/29/22	0.00	80.52
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0512	6/29-7/28/22	0.00	81.84
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0453	5/23-6/24/22	0.00	215.97
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0453	6/24-7/23/22	0.00	214.67
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0453	5/23-6/24/22	0.00	43.06
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0453	6/24-7/23/22	0.00	39.37
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0511	5/27-6/29/22	0.00	45.91
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0511	6/29-7/28/22	0.00	46.77
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0261	6/24-7/23/22	0.00	70.78
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0261	6/24-7/23/22	0.00	95.98
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0522	6/23-7/21/22	0.00	23.38
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0451-0P	6/15-7/15/22	0.00	180.16
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0447	6/24-7/23/22	0.00	67.40
1011010	68088	08/08/22	000111	TRI-COUNTY ELECTRIC COOP	0162	6/24-7/23/22	0.00	30.77
TOTAL CHECK							0.00	1,876.94
1011010	68089	08/08/22	5096	WASTE PRO - TALLAHASSEE	0160	INV# 0002369992	0.00	244.77
1011010	68089	08/08/22	5096	WASTE PRO - TALLAHASSEE	0430	INV# 0002369995	0.00	109.08
TOTAL CHECK							0.00	353.85
1011010	68090	08/10/22	6345	A+ TRAILERS & FABRICATIO	0192	6.10'X14' WOOD DECK, T	0.00	2,423.00
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0601	CIRCUIT JUDGE - AUG	0.00	41.48
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0237	8/1-8/31/22	0.00	415.73
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0237	8/1-8/31/22	0.00	1,381.04
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0260	8/1-8/31/22	0.00	95.10
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0261	8/1-8/31/22	0.00	95.09
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0473	8/1-8/31/22	0.00	8.65
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0487	8/1-8/31/22	0.00	43.26
1011010	68091	08/12/22	000112	660 - CONSOLIDATED COMMU	0488	8/1-8/31/22	0.00	121.16
TOTAL CHECK							0.00	2,201.51
1011010	68092	08/12/22	000072	BIG BEND WATER AUTHORITY	0451-0P	6/28-7/29/22	0.00	74.32
1011010	68092	08/12/22	000072	BIG BEND WATER AUTHORITY	0451-0P	6/28-7/29/22	0.00	81.04



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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	155.36
1011010	68093	08/12/22	000063	CITY OF PERRY	0383	6/7-7/11/22	0.00	109.12
1011010	68093	08/12/22	000063	CITY OF PERRY	0489	6/14-7/15/22	0.00	15.75
1011010	68093	08/12/22	000063	CITY OF PERRY	0489	6/14-7/15/22	0.00	30.61
1011010	68093	08/12/22	000063	CITY OF PERRY	0489	6/14-7/15/22	0.00	127.64
1011010	68093	08/12/22	000063	CITY OF PERRY	0419	6/14-7/15/22	0.00	25.94
1011010	68093	08/12/22	000063	CITY OF PERRY	0500	6/14-7/15/22	0.00	45.61
1011010	68093	08/12/22	000063	CITY OF PERRY	0457	6/15-7/15/22	0.00	51.12
1011010	68093	08/12/22	000063	CITY OF PERRY	0448	6/9-7/12/22	0.00	18.25
TOTAL CHECK							0.00	424.04
1011010	68094	08/12/22	5643	COMCAST OF TALLAHASSEE,	0723	ACCT-8535101790075629	0.00	96.90
1011010	68095	08/12/22	001577	TAYLOR COASTAL WATER&SEW	0447	6/21-7/21/22	0.00	238.29
1011010	68096	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/2-8/2/22	0.00	55.36
1011010	68096	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/2-8/2/22	0.00	95.31
1011010	68096	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/2-8/2/22	0.00	42.46
1011010	68096	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0498	7/2-8/2/22	0.00	143.77
1011010	68096	08/12/22	000111	TRI-COUNTY ELECTRIC COOP	0486	7/2-8/2/22	0.00	30.77
TOTAL CHECK							0.00	367.67
1011010	68097	08/12/22	5096	WASTE PRO - TALLAHASSEE	0383	INV# 0002370178	0.00	140.57
1011010	68098	08/12/22	002928	AFLAC	001	DED:1500 AFLAC	0.00	241.96
1011010	68098	08/12/22	002928	AFLAC	001	DED:1501 AFLAC-PT	0.00	818.60
TOTAL CHECK							0.00	1,060.56
1011010	68099	08/12/22	003066	LIBERTY NATIONAL	001	DED:1600 LIBERTY-PT	0.00	143.43
1011010	68099	08/12/22	003066	LIBERTY NATIONAL	001	DED:1601 LIBERTY	0.00	19.56
TOTAL CHECK							0.00	162.99
1011010	68100	08/12/22	L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	660.00
1011010	68101	08/12/22	7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010	68102	08/12/22	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00
1011010	68103	08/12/22	7817	RUBBERCYCLE LLC	0448-01	PLAYSAFER RUBBER MULCH	0.00	9,862.50
1011010	68107	08/16/22	7830	RODNEY B LEE	0262	MOWING OPERATION	0.00	774.83
1011010	68107	08/16/22	7830	RODNEY B LEE	0512	17.6 ACRES @33.85	0.00	595.76
1011010	68107	08/16/22	7830	RODNEY B LEE	0510	31.8 ACRES @33.85	0.00	1,076.43
1011010	68107	08/16/22	7830	RODNEY B LEE	0513	10.2 ACRES @33.85	0.00	345.27
1011010	68107	08/16/22	7830	RODNEY B LEE	0511	4.6 ACRES @33.85	0.00	155.71
1011010	68107	08/16/22	7830	RODNEY B LEE	0514	5.4 ACRES @33.85	0.00	182.79
1011010	68107	08/16/22	7830	RODNEY B LEE	0516	3.0 ACRES @33.85	0.00	101.55
1011010	68107	08/16/22	7830	RODNEY B LEE	0515	13.6 ACRES @33.85	0.00	460.36
TOTAL CHECK							0.00	3,692.70
1011010	68108	08/16/22	001887	ADVANCED BUSINESS SYSTEM	0283	ACCT# UF08	0.00	215.94

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68109	08/16/22	6839	AG-PRO, LLC	0529	50054545 BUSH HOG 2715	0.00	358.40
1011010	68109	08/16/22	6839	AG-PRO, LLC	0529	50054546 BUSH HOG 2715	0.00	176.08
1011010	68109	08/16/22	6839	AG-PRO, LLC	0529	63607 BUSH HOG 2715 BO	0.00	187.32
1011010	68109	08/16/22	6839	AG-PRO, LLC	0529	ESTIMATED SHIPPING/HAN	0.00	72.50
TOTAL CHECK							0.00	794.30
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0192	SOLENOID	0.00	21.50
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0192	SURGE PROTECTOR	0.00	23.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0500	CYBER POWER EC650LCD B	0.00	175.90
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0500	SIDE POST BATTERY DISC	0.00	15.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0500	SHIPPING	0.00	5.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0250	AMAZON BASICS COPY PAP	0.00	48.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0210	ASIN B09QFT7BRM - PROM	0.00	25.44
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	UNI-BALL SIGNO 207 0.7	0.00	15.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	FORTIMAN WIRELESS KEYB	0.00	14.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	AMAZON BASIC COPY PAPE	0.00	98.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0260	AMAZON BASICS COPY PAP	0.00	98.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0192	LED SHOP LIGHT	0.00	69.00
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	100+ LIVE GAMBUSIA HOL	0.00	170.00
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING	0.00	7.97
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0277	DEE DEE DZ8546 46" RED	0.00	363.31
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0261	STOP EXIT ONLY SIGNS,	0.00	43.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	CREDIT FOR CHIPS	0.00	-110.04
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	KNIT ELASTIC BAND FOR	0.00	9.99
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	SPRING WATER MINI 8OZ	0.00	119.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	KRAFT HOT DOGS 10 POUN	0.00	200.44
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	LAY'S POTATO CHIPS 50C	0.00	110.04
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	NEW ENGLAND HOT DOG BU	0.00	202.26
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	GRAB-N-GO CONDIMENT PA	0.00	39.98
1011010	68110	08/16/22	7474	AMAZON CAPITAL SERVICES,	0430	ESTIMATED SHIPPING/HAN	0.00	5.99
TOTAL CHECK							0.00	1,779.63
1011010	68111	08/16/22	7651	B&B PORTA TOILETS, INC	0463	6/10-7/7/22	0.00	141.00
1011010	68111	08/16/22	7651	B&B PORTA TOILETS, INC	0448	6/10-7/7/22	0.00	105.50
1011010	68111	08/16/22	7651	B&B PORTA TOILETS, INC	0261	6/10-7/7/22	0.00	693.00
1011010	68111	08/16/22	7651	B&B PORTA TOILETS, INC	0449	6/10-7/7/22	0.00	105.50
TOTAL CHECK							0.00	1,045.00
1011010	68112	08/16/22	002171	BIG BEND TRANSIT, INC.	0350	6/1-6/30 VET TRANS	0.00	46.13
1011010	68112	08/16/22	002171	BIG BEND TRANSIT, INC.	0423	6/1-6/30 SHUTTLE SVC	0.00	3,920.00
1011010	68112	08/16/22	002171	BIG BEND TRANSIT, INC.	0350	5/1-5/31 VET TRANS	0.00	50.59
TOTAL CHECK							0.00	4,016.72
1011010	68113	08/16/22	6791	CAMPBELL'S AUTO REPAIR S	0170	INTAKE MANIFOLD FOR MA	0.00	320.28
1011010	68113	08/16/22	6791	CAMPBELL'S AUTO REPAIR S	0170	LABOR	0.00	484.00
1011010	68113	08/16/22	6791	CAMPBELL'S AUTO REPAIR S	0170	COOLANT	0.00	43.50
1011010	68113	08/16/22	6791	CAMPBELL'S AUTO REPAIR S	0170	WATER HEATER TUB	0.00	84.98
TOTAL CHECK							0.00	932.76
1011010	68114	08/16/22	7420	CARDMEMBER SERVICE	0250	YEARLY WEB HOSTING FOR	0.00	357.00

SUNGARD PENTAMATION, INC.  
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TAYLOR COUNTY BOARD OF COMMISSIONERS  
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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68115	08/16/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2022	0.00	11.38
1011010	68115	08/16/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2022	0.00	10.98
1011010	68115	08/16/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2022	0.00	16.27
1011010	68115	08/16/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2022	0.00	10.98
1011010	68115	08/16/22	000116	CASHWAY BLDG.PRODUCTS OF	0172	30' PRESSURE WASHER HO	0.00	35.99
TOTAL CHECK							0.00	85.60
1011010	68116	08/16/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	68116	08/16/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	19.79
1011010	68116	08/16/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	35.65
1011010	68116	08/16/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	19.79
1011010	68116	08/16/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	35.65
TOTAL CHECK							0.00	145.88
1011010	68117	08/16/22	000063	CITY OF PERRY	0229	JULY 2022 ACCESS	0.00	355.00
1011010	68117	08/16/22	000063	CITY OF PERRY	0229	JULY 2022 ACCESS	0.00	48.00
TOTAL CHECK							0.00	403.00
1011010	68118	08/16/22	002984	CVSOA	001	10/2-6 DENNIS KNIGHT	0.00	160.00
1011010	68119	08/16/22	002300	STATE OF FLORIDA	0601	DI7-133094942	0.00	1.69
1011010	68119	08/16/22	002300	STATE OF FLORIDA	0719	DI3-130411314	0.00	1.59
TOTAL CHECK							0.00	3.28
1011010	68120	08/16/22	6279	DIAMOND DRUGS, INC.	0200	JULY 2022	0.00	3,004.52
1011010	68121	08/16/22	003949	ED STRAKA EQUIPMENT REPA	0500	REPAIR TO BUSH HOG MOW	0.00	600.00
1011010	68121	08/16/22	003949	ED STRAKA EQUIPMENT REPA	0500	PARTS	0.00	350.00
TOTAL CHECK							0.00	950.00
1011010	68122	08/16/22	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JULY 2022	0.00	1,049.64
1011010	68122	08/16/22	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JULY 2022	0.00	173.60
TOTAL CHECK							0.00	1,223.24
1011010	68123	08/16/22	7507	GEORGE & ASSOCIATES, CON	0359	TWO ENG_GACE-02	0.00	34,800.00
1011010	68124	08/16/22	6816	GOVERNMENT SERVICES GROU	0398	SHIP PROGRAM ADMINISTR	0.00	2,916.67
1011010	68125	08/16/22	7252	GREEN'S MARINE & SPORTIN	0500	GRAVELEY MOWER REPAIR	0.00	72.45
1011010	68126	08/16/22	5598	HONORABLE W. GREG GODWIN	1601	4TH QTR REQUISITION	0.00	2,033.25
1011010	68126	08/16/22	5598	HONORABLE W. GREG GODWIN	1601	4TH QTR REQUISITION	0.00	10,009.46
1011010	68126	08/16/22	5598	HONORABLE W. GREG GODWIN	1601	4TH QTR REQUISITION	0.00	3,597.25
TOTAL CHECK							0.00	15,639.96
1011010	68127	08/16/22	5766	HUNT INSURANCE GROUP, IN	0200	SEPTEMBER	0.00	1,892.40
1011010	68128	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0250	BLANKET FOR JULY 2022	0.00	50.00
1011010	68128	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JULY 2022	0.00	50.00
1011010	68128	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JULY 2022	0.00	50.00
1011010	68128	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JULY 2022	0.00	45.00
1011010	68128	08/16/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JULY 2022	0.00	55.00

SUNGARD PENTAMATION, INC.  
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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	250.00
1011010	68129	08/16/22	5790	JEFFERS, INC.	0250	SHGH NOBIVAC CANINE DA	0.00	527.96
1011010	68129	08/16/22	5790	JEFFERS, INC.	0250	SOFT SIDED COOLER	0.00	6.99
1011010	68129	08/16/22	5790	JEFFERS, INC.	0250	EXTRA ICE PACKS	0.00	3.00
TOTAL CHECK							0.00	537.95
1011010	68130	08/16/22	6020	NATURE COAST SERVICES, L	0150	REMOVAL - R. DAVIS	0.00	600.00
1011010	68131	08/16/22	000068	KONE, INC.	0160	8/1-8/31 COURTHOUSE	0.00	1,229.58
1011010	68132	08/16/22	003778	LEENETTE W. MCMILLAN	0211	6/28/22 CODE ENFORCE	0.00	500.00
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0498	7/21 SHADY GROVE COMM	0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0164	8/4 ADMIN COMPLEX	0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0160	8/4 COURTHOUSE	0.00	40.05
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0166	8/4 HIST SOCIETY	0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0430	8/4 LIBRARY	0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0500	7/28 AIRPORT	0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0165		0.00	13.50
1011010	68133	08/16/22	003309	LIVE OAK PEST CONTROL, I	0123	6/20 SOE	0.00	13.50
TOTAL CHECK							0.00	134.55
1011010	68134	08/16/22	6785	MILLINOR MASONRY & CONCR	0192	LABOR AND MATERIALS- B	0.00	6,750.00
1011010	68135	08/16/22	004415	NEXTRAN TRUCK CENTER	0261	CREDIT	0.00	-221.07
1011010	68135	08/16/22	004415	NEXTRAN TRUCK CENTER	0261	GAL 386AO-AM 3" SIDE R	0.00	368.45
1011010	68135	08/16/22	004415	NEXTRAN TRUCK CENTER	0261	23517282 WIRES AND IGN	0.00	128.07
1011010	68135	08/16/22	004415	NEXTRAN TRUCK CENTER	0261	23270408 CYLINDER KEY	0.00	107.29
TOTAL CHECK							0.00	382.74
1011010	68136	08/16/22	003548	NORTHERN TOOL & EQUIPMEN	0172	ITEM 3436054 3' METAL	0.00	114.96
1011010	68136	08/16/22	003548	NORTHERN TOOL & EQUIPMEN	0172	ITEM #112379 SCOTT'S 1	0.00	59.98
1011010	68136	08/16/22	003548	NORTHERN TOOL & EQUIPMEN	0172	ITEM #152006 4PK 14' R	0.00	39.98
TOTAL CHECK							0.00	214.92
1011010	68137	08/16/22	7815	ODP BUSINESS SOLUTIONS,	0283	ITEM #348037 OFFICE DE	0.00	155.96
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0473	TOWING SECURITY KIT	0.00	78.49
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0473	MAX DEGREASER	0.00	50.00
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0473	POWER DEGREASER	0.00	7.99
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	70276 6MXTXREEL	0.00	54.81
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	G25239-0606 HYD HOSE F	0.00	26.15
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	G60698-0008 O-RING	0.00	4.35
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	G25123-0608 HYD HOSE F	0.00	39.52
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	BCN20 BRAKE CLEAN	0.00	43.08
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	G25106-0608 HYD HOSE F	0.00	34.66
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	G25230-0606 HYD HOSE F	0.00	12.35
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	FA2031 AIR FILTER	0.00	57.50
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	PF-7916M BRAKE PADS -	0.00	37.99
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	48880182 BRAKE ROTOR	0.00	140.96
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	NAPA GOLD OIL FILTER	0.00	10.99

SUNGARD PENTAMATION, INC.  
 DATE: 08/16/2022  
 TIME: 16:10:52

TAYLOR COUNTY BOARD OF COMMISSIONERS  
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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2022	0.00	41.87
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2022	0.00	49.99
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0500	S160426YAU WHEEL SPINN	0.00	20.90
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0500	725-1116 HITCH PIN	0.00	45.87
1011010	68138	08/16/22	000082	PERRY AUTO SUPPLY, INC.	0500	LYNCH PIN	0.00	8.96
TOTAL CHECK							0.00	766.43
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0160	7/8 NOTICE OF REQ	0.00	71.88
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	1200	6/15 PUBLIC NOTICE	0.00	358.00
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0114	7/8 RETAIL ADV FRDAP	0.00	71.60
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/1 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/6 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/8 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/13 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/15 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/20 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/22 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/27 HELP WANTED	0.00	8.80
1011010	68139	08/16/22	000124	PERRY NEWSPAPERS, INCORP	0111	7/29 HELP WANTED	0.00	8.80
TOTAL CHECK							0.00	580.68
1011010	68140	08/16/22	6387	PPM SPORTS TURF, LLC.	0473	POSTEMERGENCE 2	0.00	3,301.35
1011010	68141	08/16/22	5779	PUBLIC DEFENDER I.T.	0603	21/22 AUGUST	0.00	875.00
1011010	68142	08/16/22	002624	PUBLIC DEFENDER OCCUPANC	0603	21/22 AUGUST	0.00	784.92
1011010	68142	08/16/22	002624	PUBLIC DEFENDER OCCUPANC	0603	21/22 AUGUST	0.00	221.41
TOTAL CHECK							0.00	1,006.33
1011010	68143	08/16/22	7818	QT PETROLEUM ON DEMAND	0500	M4000 CARD READER CLEA	0.00	15.00
1011010	68143	08/16/22	7818	QT PETROLEUM ON DEMAND	0500	CARD READER CLEANER	0.00	7.50
TOTAL CHECK							0.00	22.50
1011010	68144	08/16/22	001407	RAGANS ACE HARDWARE, INC	0123	3923257 - LED RETROFIT	0.00	37.98
1011010	68144	08/16/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR JULY 20	0.00	56.97
1011010	68144	08/16/22	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR JULY 20	0.00	8.18
1011010	68144	08/16/22	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JULY 2022	0.00	19.58
1011010	68144	08/16/22	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JULY 2022	0.00	89.99
TOTAL CHECK							0.00	212.70
1011010	68145	08/16/22	6829	SAFETY HARBOR RESORT & S	001	10/2-6 LODGING KNIGHT	0.00	460.00
1011010	68146	08/16/22	003025	SAM'S CLUB DIRECT	0487	MEMBERSHIP FEE	0.00	45.00
1011010	68147	08/16/22	7475	SCHWAB BROTHERS HYDRAULI	0192	SENDING UNIT	0.00	776.98
1011010	68147	08/16/22	7475	SCHWAB BROTHERS HYDRAULI	0192	SHOP SUPPLIES	0.00	8.50
1011010	68147	08/16/22	7475	SCHWAB BROTHERS HYDRAULI	0192	LABOR	0.00	350.00
TOTAL CHECK							0.00	1,135.48
1011010	68148	08/16/22	000083	SHAW'S WELDING, INC.	0447	3/16 X 2 ALUM FLAT BAR	0.00	240.85
1011010	68149	08/16/22	7727	SHERATON PANAMA CITY BCH	0283	HOTEL - A. THARPE	0.00	429.00

SUNGARD PENTAMATION, INC.  
 DATE: 08/16/2022  
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TAYLOR COUNTY BOARD OF COMMISSIONERS  
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SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
 ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68150	08/16/22	7727	SHERATON PANAMA CITY BCH	0283	HOTEL - L.WIGGINS	0.00	429.00
1011010	68151	08/16/22	7727	SHERATON PANAMA CITY BCH	0283	HOTEL - L. STRANGE	0.00	429.00
1011010	68152	08/16/22	7727	SHERATON PANAMA CITY BCH	0283	HOTEL - V.BLANCO	0.00	572.00
1011010	68153	08/16/22	6721	STATE ATTORNEY'S OFFICE	0602	AUGUST 2022	0.00	833.67
1011010	68154	08/16/22	6722	STATE ATTORNEY'S OFFICE	0602	AUGUST 2022	0.00	2,807.38
1011010	68155	08/16/22	7168	STATE ATTORNEY'S OFFICE-	0602-B	AUGUST REQUISITION	0.00	1,504.91
1011010	68156	08/16/22	6909	STATE OF FLORIDA DEPT.OF	0260	TOLLS FOR #TF2955	0.00	9.60
1011010	68157	08/16/22	002373	STEINHATCHEE COMM.PROJEC	0165	JULY MAINTENANCE	0.00	475.00
1011010	68158	08/16/22	6950	STUDSTILL'S OF PERRY, IN	0160	JULY BLANKET PURCHASE	0.00	6.99
1011010	68158	08/16/22	6950	STUDSTILL'S OF PERRY, IN	0160	JULY BLANKET PURCHASE	0.00	8.37
1011010	68158	08/16/22	6950	STUDSTILL'S OF PERRY, IN	0160	JULY BLANKET PURCHASE	0.00	10.99
1011010	68158	08/16/22	6950	STUDSTILL'S OF PERRY, IN	0261	8'6" CROSSTIES	0.00	511.84
TOTAL CHECK							0.00	538.19
1011010	68159	08/16/22	5915	TRACEY A. MCLEOD	0250	CS419 - MAROON POLO, W	0.00	105.00
1011010	68159	08/16/22	5915	TRACEY A. MCLEOD	0250	CS418 MAROON POLO, MEN	0.00	105.00
TOTAL CHECK							0.00	210.00
1011010	68160	08/16/22	001940	TAYLOR COUNTY SHERIFF'S	0239	4/22-6/22 REIMBURSE	0.00	19,291.69
1011010	68160	08/16/22	001940	TAYLOR COUNTY SHERIFF'S	0227	4/22-6/22 REIMBURSE	0.00	5,562.13
TOTAL CHECK							0.00	24,853.82
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR 6-9-22 12PM T	0.00	150.00
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR 6-12-22 1045 T	0.00	330.00
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR DOOR 106 OUTER	0.00	120.00
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR 6 HOURS 4/13, 4/	0.00	180.00
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR 5/8 12:30-2:45 C	0.00	67.50
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR REPLACEMENT OF	0.00	97.50
1011010	68161	08/16/22	7741	DAVID D JAMES JR	0200	LABOR REPLACE LOCK FOR	0.00	142.50
TOTAL CHECK							0.00	1,087.50
1011010	68162	08/16/22	002792	TRANE U.S. INC.	0200	HVAC CONTROL SYSTEM RE	0.00	13,577.00
1011010	68163	08/16/22	7232	UNIVERSITY OF FLA.-BOARD	0283	SALARY - VICTOR BLANCO	0.00	6,663.59
1011010	68164	08/16/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9912217585	0.00	10.18
1011010	68164	08/16/22	6281	VERIZON WIRELESS SERVICE	0170	INV# 9912217585	0.00	0.30
1011010	68164	08/16/22	6281	VERIZON WIRELESS SERVICE	0171	INV# 9912217585	0.00	0.18
1011010	68164	08/16/22	6281	VERIZON WIRELESS SERVICE	0473	INV# 9912217585	0.00	39.91
1011010	68164	08/16/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9912217585	0.00	0.18
TOTAL CHECK							0.00	50.75
1011010	68165	08/16/22	001740	W.W. GRAINGER, INC.	0192	1" ALUMINUM RMC CONDUI	0.00	83.60

SUNGARD PENTAMATION, INC.  
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TAYLOR COUNTY BOARD OF COMMISSIONERS  
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ACCTPA21

SELECTION CRITERIA: transact.check\_no between '68081' and '68167'  
ACCOUNTING PERIOD: 11/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68166	08/16/22	7170	WAYNE PADGETT, SHERIFF	0901	SEPTEMBER REQUISITION	0.00	614,580.28
1011010	68167	08/16/22	7786	WOOD ENVIRONMENT & INFRA	0214	TWO ENG-WOOD-02	0.00	15,797.17
1011010	68167	08/16/22	7786	WOOD ENVIRONMENT & INFRA	0214	TWO ENG-WOOD-01	0.00	7,230.22
TOTAL CHECK							0.00	23,027.39
TOTAL CASH ACCOUNT							0.00	813,390.27
TOTAL FUND							0.00	813,390.27
TOTAL REPORT							0.00	908,168.69

## Cindy Mock

---

**From:** bcc payables  
**Sent:** Tuesday, August 16, 2022 4:14 PM  
**To:** Cindy Mock  
**Cc:** Dannielle Welch  
**Subject:** Check Info 8-16-22 Meeting  
**Attachments:** Check Register - 68081-68167.pdf; Check Register 5017395-5017416.pdf

Hi Cindy!

Attached are the check registers for the board meeting and any check cut in between board meetings.

- General Fund: 68081-68167
- Road and Bridge Fund: 5017395-5017416

Thanks!

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



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**TASK ORDER NO.:** ENG\_CHW-05

**PURCHASE ORDER NO.:** \_\_\_\_\_  
(For billing purposes only, to be assigned by COUNTY after execution.)

**PROJECT:** Ash Street Widening/Resurfacing Project

**COUNTY:** TAYLOR COUNTY, a political subdivision of the State of Florida.

**CONSULTANT:** **Causseaux, Hewett & Walpole, Inc.**  
**11801 Research Drive**  
**Alachua, Florida 32615**  
**352-331-1976**

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of February 3, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated July 28, 2022

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within TWO HUNDRED SEVENTY ( 270 ) calendar days.

**METHOD OF COMPENSATION:**

(a) This Task Order is issued on a:

☒ [ X ] Time basis method with a Not-to-Exceed amount

(b) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Two Hundred Sixty-Six Thousand Seven Hundred Sixty-Five Dollars and Seventy-Three Cents (\$ 266,765.73 ). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the

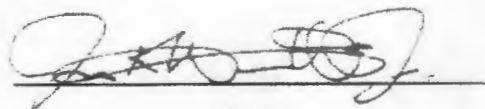


above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 5<sup>th</sup> day of August 2022, for the purposes stated herein.

CHW, Inc.



Witness

By: 

Signature

Aaron Hickman

Print Name

Title: Vice President

TAYLOR COUNTY, FLORIDA

By: 

Signature

Thomas Dempsey

Print Name

Title: Chair

Date: 08.16.2022



## TASK ORDER NO. 2

### Ash St. Widening/Resurfacing Bridge No. 380065 Structural Inspection

#### SCOPE OF SERVICES

CIP No.: XXXXX.XX

Title: Task 2, General Engineering Support Services, *Taylor County*

Date: 03/24/2022

Robert Walpole, PE

Re: Bridge No. 380065 Structural Inspection for Taylor County

Dear Robert:

Thank you for the opportunity to submit this proposal for structural engineering professional services for the referenced Taylor County General Engineering Services, Task 2 – Ash St. Widening/Resurfacing. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

#### Project Description

As a part of the General Engineering Services contract, Taylor County has requested a structural inspection and report for Bridge No. 380065, located in Perry, FL. The project runs from US 19 to North Helen Street. The project includes widening the roadway from the current 9 to 10 foot lanes (approximately) to 12 foot lanes, with 11 foot lanes in the easternmost segment. The shoulder width and clear zone will be designed to match the traffic volume and design speed. The existing sidewalk on the north side of the roadway will be repaired or replaced as necessary to meet current standards. Currently, there is no sidewalk located at the box culvert. Bridge No. 380065 is located 0.1 miles east of US-221 at Pimple Creek. The bridge is a 34 foot long, triple barrel 10 foot x 9 foot concrete box culvert built in 1954 according to the January 2022 bridge inspection report. To accommodate the roadway widening, a design variation is anticipated to avoid extending the existing box culvert. Ayres Associates (SUBCONSULTANT) proposes to complete the following professional services for CHW (CONSULTANT) on behalf of Taylor County (OWNER).

#### ARTICLE 1 - BASIC SERVICES

##### 1.1 General

1.1.1 SUBCONSULTANT shall provide professional services for CONSULTANT on the Project to which this Agreement applies as provided below.

The SUBCONSULTANT shall perform a routine, structural, hands-on inspection of Bridge No. 380065.

The inspections shall meet the requirements of the following documents covering inspection standards of practice:

National Bridge Inspection Standards (NBIS)

Code of Federal Regulations 23 - Highways, Part 650, Subpart C.

State of Florida Statute 335.074, Safety Inspection of Bridges

Manual for Condition Evaluation of Bridges  
American Association of State Highway & Transportation Officials (AASHTO).

Bridge Inspector's Reference Manual (BIRM)  
U.S. Department of Transportation/Federal Highway Administration.

Inspection of Fracture Critical Bridge Members,  
FHWA-IP-86-26 U.S. Department of Transportation/Federal Highway Administration.

Manual for Bridge and Other Structures Inspection and Reporting Procedures - Volume I,  
State of Florida Department of Transportation.

Bridge Inventory Database, Users Handbook, Volume II,  
State of Florida Department of Transportation.

Bridge Inspectors Field Guide - Structural Elements  
State of Florida Department of Transportation

Manual on Uniform Traffic Control Devices  
950-044-0000-4 U.S. Department of Transportation/Federal Highway Administration.

A qualified individual will be present at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges or be confirmed officially by the Florida Department of Transportation as a Florida Certified Bridge Inspector.

The final bridge inspection memo will be sealed by the Professional Engineer who confirms the accuracy and completeness of the report contents.

The Florida Registered Professional Engineer or Florida Certified Bridge Inspector on site will be responsible for the detection of deficiencies and the determination and recording of the structure's condition. This individual is responsible for assuring the accuracy and completeness of data and records compiled as a result of the SUBCONSULTANT'S field activity. Visible surfaces of the bridge will be examined. Bridge members or elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting. Photographs and sketches will be included in the report as necessary to aid in understanding recommended repairs.

## 1.2 Inspection and Report Phase

After written authorization to proceed, SUBCONSULTANT shall:

1.2.1 Review available data provided by OWNER.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining additional data or services.

1.2.3 Inspect the structure as outlined above in Section 1.1.

1.2.4 Develop, publish and distribute a bridge inspection memo no later than 30 working days after completion of the field inspection. The bridge memo will determine structural integrity and provide recommendations for bridge replacement or structural repairs related to the overall project.

## ARTICLE 2 - ADDITIONAL SERVICES

### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER/CONSULTANT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by the OWNER/CONSULTANT as indicated in Article 5.

2.1.1 Furnishing services of independent professional associates and subconsultants for other than Basic Services.

2.1.2 Providing any related engineering services needed for design or rehabilitation purposes, load ratings or analysis.

2.1.3 Providing probable construction cost estimates for bridge replacement or structural repair recommendations as detailed in the bridge inspection memo.

2.1.3 Providing any non-destructive or partially destructive testing techniques.

2.1.4 Preparing to serve or serving as a witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this agreement.

## ARTICLE 3 – OWNER/CONSULTANT RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of SUBCONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative.

3.2 Provide all available prior inspection reports and bridge plans.

3.3 Place at SUBCONSULTANT's disposal all available pertinent information.

3.4 Arrange for access to and make all provisions for SUBCONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.5 Furnish, or direct SUBCONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.6 Bear all costs incident to compliance with the requirements of Article 3.

## ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Inspection and Report Phase will be completed and the Report submitted within 60 working days after OWNER issues Notice to Proceed.

4.3 CONSULTANT's services under this Agreement shall each be considered complete 6 months from the date of Task Order execution.

If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance and fee of CONSULTANT's services shall be adjusted equitably.

## ARTICLE 5 – COST OF SERVICES

5.1 CONSULTANT's services for the stated scope of services will be completed for a lump sum fee of \$6,800.

### Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

### Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until September 1, 2022 unless extended by us in writing.

Proposed by Subconsultant:

Ayres Associates Inc

Hisham N. Sunna  
Manager

Accepted by Consultant:

CHW Professional Consultants Inc  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of

such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument. the text. Delete for projects located in other states.

**23. CONTRACTUAL LIMITATION ON LIABILITY: PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**





July 29, 2022  
(revised)

Kenneth Dudley, PE  
County Engineer  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

RE: Professional Consulting Services  
Ash Street – Widening/Resurfacing  
FIN ID #443406-1-54-01  
FDOT Small County Outreach Program (SCOP) Project  
Total Project Budget = \$2,146,431

Dear Mr. Dudley;

We appreciate this opportunity to provide you with professional consulting services for the Ash Street widening/resurfacing project. Our understanding of the project is as follows:

*Ash Street is a 1.78 mile roadway in Taylor County. The project focuses on the segment between State Road 19 and North Helen Street. The roadway is generally two lanes with 9 to 11 foot lanes, depending on the segment. The corridor has three distinct segments, each with different characteristics.*

*Between U.S. 19 and North Jefferson Street (approximately 0.85 miles east of U.S. 19), the roadway is approximately 20 feet with open drainage swales. This segment has a sidewalk on the north side of the roadway. The segment has a railroad crossing approximately 0.42 miles east of U.S. 19.*

*The segment from North Jefferson Street to North Peacock Street is 20 feet wide with open drainage swales. There are no sidewalks or pedestrian accommodations, other than at the North Jefferson Street/North Peacock Street intersection.*

*The eastern segment of the roadway, between North Peacock Street and Helen Street, is much narrower than the other segments of Ash Street. The pavement width varies but is generally less than twenty feet and is as narrow as 14 feet in some areas. This segment of the corridor also has substantial trees adjacent to the pavement. At some locations, the roadway centerline alignment shifts to avoid the trees.*

*The adjacent property along all three segments is primarily residential, with a couple of non-residential uses. The east end of the corridor is Helen Street. Helen Street is marked by signs indicating that Helen Street is not maintained by Taylor County or the City of Perry. The intersection of Ash Street and Helen Street is also the end of the paved surface.*

*Based on the information you provided, it is our understanding that Taylor County has secured \$2,146,431.00 in funding from FDOT for the design and construction of the proposed roadway improvements.*

Notable issues along the corridor:

**Railroad corridor (0.42 miles east of U.S. 19) –** The crossing is signal control with gates. The pavement through the crossing does not appear to meet current standards or conventions. The sidewalk on the north

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side of the roadway has a material change through the tracks from concrete to asphalt. The longitudinal grade may not meet current standards (based on field observations.)

**Intersections of North Jefferson Street and North Peacock Street** – Ash Street is the minor movement at both intersections. The intersection of North Jefferson Street is signalized with mast arm structures. There are pedestrian accommodations on each approach. There is a raised traffic separator/channelization device on the southwest corner that appears to delineate the edge of pavement and pedestrian route. North Peacock Street is a two-way stop sign controlled for Ash Street.

**Sidewalk, U.S. 19 to North Jefferson Street** – Based on field observations, much of the sidewalk appears to exceed cross slope standards. The cross slope will be evaluated as part of the survey work and recommendations for remediation, if necessary, will be provided to Taylor County

**Drainage Structure at Pimple Creek (0.92 miles east of U.S. 19)** – The 3 box culvert bridge at Pimple Creek was reviewed during the site walk through in preparation of this scope of service. A review of the FDOT bridge evaluation report completed in January 2020 indicates a high rating, with the bridge not being structurally deficient or functionally obsolete. With these findings, this scope will focus on pavement replacement and include an updated bridge inspection to ensure structural adequacy. However, during the field visits, the guardrail system was observed to be failing at points. This scope will include services to replace the guardrail system along the bridge and ensure that the guardrail meets current standards.

**Trees Along the East End of Project** – The project scope includes widening the east end of the roadway corridor. Based on the County's desired pavement width through this section, the tree will be impacted.

Our approach will be to gather complete data and conduct a thorough review of existing conditions and proposed improvements. Thorough pertinent data used appropriately during the design has the potential of providing cost savings during the construction.

## **Permits**

Based on field reviews in preparation for this proposal, approval of a permit exemption is expected by the Suwannee River Water Management District (SRWMD). The SRWMD is expected to forward the application to the Florida Department of Environmental Protection (FDEP) for inclusion in the process. CHW will request an exemption letter from the SRWMD, FDEP, as well as the Army Corps of Engineers (USACE) for verification and Taylor County records.

If the roadway and related improvements necessitate additional permitting, the effort may be subject to the authority of the additional regulatory agencies. Any permitting beyond the SRWMD, FDEP, and USACE permit exemption will require an additional scope and fee.

## **CHW will provide the following Scope of Services:**

### **A. Professional Surveying Services:**

CHW will prepare Topographic Route Survey for the referenced project, consisting of approximately 1.8 linear miles along Ash Street, between State Road 19 and North Helen Street. The survey will meet the requirements listed below.

#### **1. DRAWING REQUIREMENTS:**

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- a. Map to meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
  - b. Drawing sheets shall be trim size 11" x 17" at 1"= 40' Graphic Scale.
  - c. Show NORTH arrow and locate North at the top of the sheet.
  - d. Include legend of symbols and abbreviations used on the drawing(s).
  - e. The survey should be registered to the Florida State Plane Coordinate System (NAD 1983\_Florida North\_FIPS\_0903 US feet datum) and all distances and coordinates delineated using the U.S. Survey foot.
  - f. Elevation datum shall be based on the NAVD 88. State source of information.
  - g. Furnish to the Client one electronic version in C3D 2018 (or later) format and two (2) prints of each drawing. Each drawing shall be signed and sealed by a Licensed Land Surveyor

## **2. SURVEY REQUIREMENTS:**

- a. The survey shall meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- b. All necessary boundary information, property corners, ingress/egress/drainage easements, R/W monuments, and a tie to an identifiable land boundary corner, the Section, Township, and Range, and County and basis of bearings.
- c. Survey limits shall extend to the 10' beyond the right-of-way.
- d. Survey limits shall include no less than 100 ft of any intersecting/side streets/roads/alleyways/etc. beyond the project roadway right-of-way.
- e. All control points used for the topographic survey shall be checked with a closed level loop with error of misclosure not to exceed  $\pm 0.05$  ft. times the square root of the distance in miles.
- f. Locate or establish Permanent Control Point at the centerline of Ash Street at its intersection with Helen Street & Byron Butler Pkwy along with each of the intersecting right-of-ways, and when applicable, at each PC, PT, PI, points of Superelevation, etc., and at minimum 1000' intervals (@ +00 stations) with description and elevation to nearest 0.01 ft.
- g. Minimum of two (M.T.S.) permanent benchmarks on site per 10 acres; or one benchmark per 1,100 ft of roadway, whichever is greater, with description and elevation to nearest 0.01 ft. Include a permanent benchmark in close proximity to each roadway drainage structure; label drawing with description and elevation to nearest 0.01 ft.
- h. Contours at 1 foot intervals; error shall not exceed one-half contour interval. Spot elevations on all impervious surfaces.
- i. Full cross-section every 100 feet of roadway, each PC, PT, PI, points of Superelevation, centerline of drainage structure(s) and any identifiable grade breaks.
- j. Location and description of structures, above ground, man-made (i.e. paved/concrete areas/guardrail/barrier walls/mailboxes/etc.) and natural features; all ground-floor elevations and elevations at each entrance of buildings on the property.
- k. Location, description, size, type (sign number) of all signage. Drawing information example: 24" Stop Sign, R1-1.
- l. Location, description and orientation of all Pavement Markings, Messages, Crosswalks, Gores, Arrows, etc.
- m. Owner, location, description and size of fire hydrants within the survey limits including the size of the water main serving each.
- n. Owner, location, description, and size of water and gas mains and all other utilities or manholes that may be on site.
- o. Owner, location and characteristics of power, site lighting and communications systems above and below grade.
- p. Owner, location, description, and size of all utility structures, valves, meters, manholes, manhole dimensions, inverts, hand holes, markers and stub outs of all utility lines.
- q. Location, description, size, type (RCP, CMP, etc.), and inverts of flow line of each storm water drainage structure, inlet, or culvert along with type and dimensions of any existing headwalls, mitered end sections, etc.

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- r. Owner, location, description, size, depth, and direction of flow of sanitary sewers, combination sewers, drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
  - s. Location of tree lines, clustered vegetation and all trees 8" or larger within the right-of-way limits and give species in common name (or minimum regulatory agency standard).
  - t. Visible right-of-way monuments.
  - u. Locate and map all wetland flags as delineated by others.

**Note: This fee proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.**

#### **B. Drainage and Pavement Evaluation Services:**

CHW will subcontract with GSE Engineering and Consulting, Inc. to perform the following services:

- Roadway borings and pavement cores to support pavement design and widening/resurfacing recommendations.
- Borings to provide soils data to support drainage design.
- LBR tests.

Boring frequency and depth will be based on the recommendations of a Professional Engineer at GSE. A copy of the proposal and fee backup is attached.

#### **C. Environmental Services:**

CHW will sub-contract with Environmental Resource Solutions (ERS) to perform the services described below. Based on field observations, the project is expected to be exempt from permitting requirements by the Suwannee River Water Management District.

- A preliminary gopher tortoise survey, as well as a threatened and endangered species survey.
- Wetland determination and if necessary, delineation of wetlands.
- Attendance at meetings related to the above listed items.
- ERS will provide a 100% gopher tortoise survey for this project within 60 days before the start of construction.

If gopher tortoises are identified within the project corridor during the 100% gopher tortoise survey, ERS will be engaged to perform the subsequent permitting and relocation services via an additional services proposal. These services are not included in this proposal because the associated fees vary depending on the number of tortoises which cannot be quantified at this time. As an example, for budgeting purposes, if five gopher tortoises are identified within the project corridor and require relocation, ERS' fees for permitting and relocation will be in the ballpark of \$15,000.00

Wetlands impacts are not anticipated based on the field visit in preparation for this proposal. However, if wetlands are identified, wetland mitigation costs are not included in this proposal, and an additional scope and fee will be necessary after impacts are clearly defined.



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#### **D. Roadway Design Services:**

CHW's approach to design will include the early and thorough examination of existing conditions, design criteria, and potential problems, with the goal of containing or reducing construction costs and reducing the number of issues that could arise during construction. CHW will utilize experience gained with previous Taylor County jobs to anticipate problems that may arise and address them during project design.

1. Project Design Scope (i.e. Design Report) – CHW will begin the project design activities with a field visit and the completion of a Project Design Scope (PDS). The PDS will be based on a similar FDOT procedure for the review and documentation of existing conditions and design criteria, and the identification of potential problems that will subsequently be examined and resolved as needed before detailed design begins. The proposed improvements will be designed to be consistent with the 2018 edition (or latest edition at the time of contract approval) of the *FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways*, also known as the Florida Greenbook.
2. Site Visits – CHW will conduct field visits as needed throughout the design to gather and confirm data and design details.
3. Meetings – CHW will attend meetings as needed to coordinate the project with Taylor County and any other relevant entities. No formal meetings are expected prior to the submittal of the 60% plans.
4. Roadway Design – Full design will incorporate a topographic survey and other available data including the results of the PDS. The design will be consistent with the 2018 (or current at the time of contract authorization), edition of the *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, also known as the Florida Greenbook.
5. Drainage Analysis – CHW will conduct the necessary drainage analysis to maintain proper drainage on the project, and meet FDOT, Suwannee River Water Management District, and Army Corps of Engineers requirements.
6. Design Exceptions – The proposed improvements will be designed to be consistent with the Florida Greenbook. If the proposed improvements cannot meet the two controlling design elements for low speed (Design Speed < 50 mph) roadways as specified in the Florida Greenbook, a Design Exception will be needed. Per the Greenbook, any required design exception or variation for this project would require approval from Taylor County's designated Professional Engineer. Should any design exceptions and variations be needed, CHW will prepare, submit, and administer the proper documentation in accordance with the Florida Greenbook documentation and submission requirements.
7. Roadway Plans – CHW will produce plans (electronically and 11x17 hardcopy) in accordance with typical standards. Roadway plans will include typical sheets such as the cover sheet, general notes, legend, SWPP sheets, typical sections, plan and profiles, cross sections, and construction details. CHW will submit plans for review at 30%, 60%, 90%, and 100% design milestones unless otherwise requested by Taylor County or by FDOT. The content of the milestone plan sets will be generally consistent with FDOT procedures (FDOT Design Manual). The 30% plans will show only the survey with a 30% plan view design (no profile, cross sections, etc.) and will be submitted as a pdf only.
8. Utility Coordination – CHW will coordinate with utilities having facilities within the project corridor to ensure that any potential conflicts are identified and addressed as required. Utility coordination will begin no later than 60% plans. The Contractor will be responsible for any necessary utility relocations; utility relocations will be shown on the construction plans and coordinated with utilities during the design process.
9. Cost Estimating – CHW will provide a cost estimate with each milestone submittal beginning with the 60% submittal. The cost estimate will be used initially as a tool for gauging whether proposed improvements fit

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within the available budget so that adjustments can be made as needed, and ultimately for estimating the total cost of construction prior to bidding.

Should the results of the cost estimating indicate that the proposed improvements do not fit within the available budget, CHW will work with the County to identify additional ways to reduce the construction cost. The cost estimate will utilize FDOT pay items and will include calculated quantities. Quantities can also be shown in the plans as needed or desired in the form of Summary of Quantities sheets.

10. Quality Assurance – CHW has implemented a quality assurance procedure that has multiple quality review steps built into it spanning the life of a project. The procedure begins with the initial internal kick-off of the project and aims to ensure proper communication of and attention to details throughout the project. The procedure also includes a comprehensive quality control review of the plans.

#### **E. Structural Services:**

CHW will sub-contract with Ayres Associates will complete a routine, structural, hands-on inspection of Bridge No 380065 (Ash Street at Pimple Creek) to evaluate the existing structure to ensure the structural adequacy. This inspection will meet the requirements of the typical documents covering inspection standards of practice as listed in the contract scope of service. A qualified individual will be present at the bridge site to supervise the inspection at all times. The final bridge inspection memo will be sealed by a Professional Engineer confirming the accuracy and completeness of the report contents.

If through the inspection it is determined that the structure is deficient and must be repaired or replaced, the structural design services, associated roadway design, and permitting will be complete through an additional scope and fee.

#### **F. Permitting Services:**

CHW will complete an application to the SRWMD for a permit exemption for the project, which is expected to be forwarded to FDEP. Based on field reviews, the project appears to qualify for an exemption. This assumption is in part based on a cursory review of the bridge structure at Pimple Creek and a review of State of Florida documents. If as a result of the detailed inspection the structure is determined to be inadequate, additional permitting services may be required. Those additional services include the following:

1. Administer a pre-application meeting with SRWMD and FDEP, as needed.
2. Administer a pre-application meeting with ACOE, if needed.
3. Prepare, submit, and administer the SRWMD General Permit application, if required.
4. Prepare, submit, and administer the ACOE Nationwide Permit or Standard application, if required.

Gopher tortoise permitting is discussed in the Environmental Services section.

#### **G. Post Design Construction Services**

CHW will provide the following services after the completion of the design:

1. Supplemental / Technical specifications for inclusion with the bid documents, if required.
2. Description of the work, as needed, for inclusion in the County's bid package. The County will advertise the project. The description of the work shall consist of text provided in an email format for the client to utilize in preparation of the bid documents.



3. Attendance at a pre-bid meeting.
4. Attendance at other meetings as needed.
5. Response to questions during bidding and issuance of addenda as needed.
6. Participate (EOR) in the bid review as needed.
7. Attendance at a pre-con meeting (attendance only, meeting to be planned and facilitated by CEI Consultant).
8. Shop drawing review.
9. Response to RFIs during construction.

All subsequent activities during the construction phase will be handled by the CEI Consultant.

#### H. Summary of Deliverables

As described above, the following deliverables will be provided to the County:

1. Project Design Scope document.
2. Bridge Inspection/Condition Summary report.
3. SRWMD permit exemption letter.
4. Design Plans at 30% (pdf only), 60%, 90%, and 100% milestones.
5. Technical Specification Package at 90% and 100% milestones as required (includes any required supplemental specifications).
6. Cost Estimate at 60%, 90%, and 100% milestones.
7. Documentation of issued permits and any necessary utility work schedules.

#### I. Project Schedule

CHW will provide a detailed project schedule upon receipt of notice to proceed.

#### J. Fees:

##### Professional Fees:

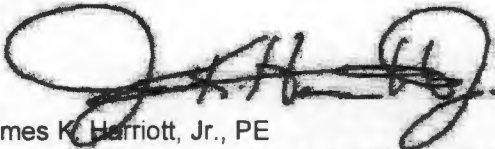
<u>Item</u>	<u>Description</u>	<u>Fee</u>
A.	Surveying Services (by CHW)	\$ 34,560.00
B.	Soils, Drainage and Pavement Evaluation Services (by GSE)	\$ 28,500.00
C.	Environmental – Wetlands, Mitigation, Threatened & Endangered Species (by ERS)	
	<i>Task 1 - Wetland Delineation and Field Assessment</i>	\$ 4,427.64
	<i>Task 2 - Gopher Tortoise Survey (if needed)</i>	\$ 1,239.77
	<i>Task 3 - Gopher Tortoise Permitting (if needed)</i>	\$ 1,135.03
	<i>Task 4 - Environmental Resource Permitting (if needed)</i>	\$ 6,235.58
	<i>Task 5 -Federal Clean Water Act Permitting (if needed)</i>	\$ 6,111.71
	Subtotal: Environmental by ERS	\$ 19,150.73
D.	Roadway Design Services, including Permit Exemption Application (by CHW)	\$ 160,980.00
E.	Structural Design Services -Bridge Inspection (by Ayres Assoc.)	\$ 6,800.00
G.	Post Design / Construction Administration Services (by CHW)	\$ 16,775.00
	<b>Total</b>	<b>\$266,765.73</b>

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The above-described services will be provided for the lump sum fee of **\$ 266,765.73**. Invoices will be submitted periodically based on the percentage of services completed to date.

We trust this proposal meets with your acceptance and approval. Please return a purchase order or other authorization to proceed. Otherwise, please call to discuss. As always, we look forward to working with you on this project.

Sincerely,  
**CHW**

A handwritten signature in black ink, appearing to read 'J. Harriott, Jr.', with a stylized flourish at the end.

James K. Harriott, Jr., PE  
Director of Engineering, Transportation + Public Projects

**Attachments**

- CHW - FDOT Fee Spreadsheet –Summary
- CHW Post Design/Construction Services Spreadsheet
- GSE Scope for Geotechnical Services
- GSE Geotechnical Fee Calculation
- ERS Scope for Environmental Services
- ERS FDOT Fee Spreadsheet
- Ayers Associates – Task Order No 2 Scope and Fee



**Engineering & Consulting, Inc.**

March 11, 2022

James Harriot, P.E.  
CHW Professional Consultants  
11801 Research Drive  
Alachua, Florida 32615

Proposal for a Roadway Soil Survey  
**Ash Street Improvements**  
Perry, Taylor County, Florida  
GSE Proposal No. 2022-150

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing a geotechnical exploration for a roadway soil survey at the Ash Street improvement project in Taylor County, Florida.

This proposal outlines our understanding of the project, presents our proposed scope of services, and contains a schedule and our fees for providing these services.

#### **PROJECT DESCRIPTION**

We understand that the existing 9- to 10-foot wide asphalt paved roads are being widened to 12-foot lanes with the easternmost segment widened to 11-feet. The shoulder width and clear zone will be designed to match the traffic volume and design speed. The existing sidewalk on the north side of the roadway will be repaired or replaced as necessary to meet current standards. The total project length is approximately 1.78 miles and extends from US 19 to North Hellen Street. You provided an aerial photograph showing the locations of the roadway and a scope for Geotechnical services.

The County has assumed that year 2022 traffic volumes will be 1,500 ADT and 500 ADT for the urban collector and local sections, respectively. We understand the traffic should be assumed to include 15% truck traffic. According to the County, the posted speed is 30 to 35 MPH. We understand you are going to try and maintain and/or improve the existing open drainage. The swales will be used for drainage and there are no stormwater ponds proposed at the time of this proposal.

The most recent FDOT inspection of the box culvert at Pimple Creek indicates the structure is not structural or functionally obsolete. We are not providing any geotechnical services related to the box culvert

GSE reviewed aerial and street view photographs on Google Earth. The existing roadways are, 2-lanes and approximately 9- to 10-foot wide with swales along the sides of the roadway.

We propose to perform our geotechnical explorations in general compliance with your request. We propose to perform borings at 100 feet spacing. The borings will be staggered on either side of the roadway. Every 5<sup>th</sup> boring will be performed to a depth of 15 feet bls.

GSE Engineering & Consulting, Inc.  
5590 SW 64<sup>th</sup> Street, Suite B  
Gainesville, Florida 32608  
352-377-3233 Phone ♦ 352-377-0335 Fax  
[www.gseengineering.com](http://www.gseengineering.com)

We believe we can access the site with limited access or manual drilling equipment. We propose to perform a geotechnical exploration and provide a roadway soil survey and report of auger borings. The following sections outline our proposed scope of services.

### **PROPOSED SCOPE OF SERVICES**

The following proposed scope of services is based on our review of the provided information and our experience with similar projects.

- Perform a walking inspection of the roadway to mark the locations for testing.
- Clear utilities at the site through Sunshine One Call.
- Mobilize to the site with limited access drilling equipment.
- Provide maintenance of traffic (MOT) which will consist of “construction ahead” signs and coning off the areas where soil borings are to be performed. Flagmen are **not** included as part of our proposed MOT for the soil borings since they will be performed on the shoulder. However, flagmen will be required for the pavement cores since they will be performed within the roadway.
- Performed five (5) asphalt pavement cores and associated base depth checks. The base depth checks will extend a minimum of 1 foot below the limerock base, if present. The asphalt cores will be backfilled with the soil cuttings and patched with cold patch. The patches should be considered temporary.
- Perform ninety-four (94) auger borings to depths of 5 to 15 feet below land surface (bls) along the shoulders of the roadway. Seventy-six (76) borings will be performed to a depth of 5 feet and eighteen (18) borings will be performed to a depth of 15 feet bls.
- Collect five (5) bulk grab samples of near surface soils for Limerock Bearing Ratio (LBR) tests.
- Although no structures are planned currently, collect two (2) samples for corrosion series testing.
- Upon completion of the field testing, we will backfill the boreholes with the soil cuttings.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent passing the No. 200 sieve, natural moisture content, LBR, corrosion series, constant head hydraulic conductivity tests, and Atterberg Limits tests.

Our services will be provided under the direction of a Geotechnical Engineer registered in the State of Florida. The results of the roadway evaluation will be presented in a geotechnical engineering report. This report will specifically address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and AASHTO soil classifications, including any unsuitable materials encountered.

- Depth to groundwater at the time of the exploration and estimated seasonal high, if encountered.
- Discussion on the suitability of in situ soils for use as roadway subgrade and/or base as defined by FDOT.
- A discussion on the results of the asphalt pavement cores and the equivalent Structural Number (SN) of the roadway section at each core location.
- Recommendations for improvements/paving of the roadway.
- Recommended soil and groundwater parameters to assist in the stormwater management facility designs. These parameters include the following:
  - Base elevation of effective or mobilized aquifer (feet below land surface).
  - Normal seasonal high groundwater table and actual observed water table at the time of drilling within the pond(s) footprint (feet below land surface).
  - An estimate of the average weighted horizontal hydraulic conductivity and unsaturated vertical infiltration rate (feet/day) for mobilized aquifer.
  - Specific yield or fillable porosity of mobilized aquifer (%).

### **PROJECT SCHEDULE**

Based upon our current schedule we can mobilize within 3 to 4 weeks to begin the roadway assessment. We anticipate completing our evaluation and issuing our report within 5 to 6 weeks of authorization. We will verbally transmit our findings and conclusions as they become available and are developed prior to the report submission.

### **FEE**

Based upon our understanding of the project and scope of work presented above, we can perform the pavement evaluation for a lump sum fee of **\$28,500**. If additional services are required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services.

### **AUTHORIZATION**

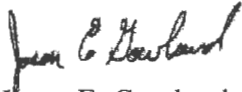
To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement.

### CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to the possibility of working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,

**GSE Engineering & Consulting, Inc.**



Jason E. Gowland, P.E.  
Senior Engineer



Kenneth L. Hill, P.E.  
Principal Engineer

JEG/KLH:hmp

Q:\Proposals\2022 Proposals\2022-150 Ash Street Improvements\2022-150 Roadway Soil Survey Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)  
File (1)



**Engineering & Consulting, Inc.**

Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email [admin@gseengineering.com](mailto:admin@gseengineering.com)

## Professional Service Agreement

### Section I.

THIS AGREEMENT, made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2022-150 dated March 11, 2022, and under the terms of Section II of this agreement.

#### CLIENT

CHW Professional Consultants

11801 Research Drive

Alachua, Florida 32615

Firm

Address

City/State

#### CONTACT PERSON

James Harriot, P.E.

Phone 386-518-5130

Cell 352-663-2063

E-mail [jamesh@chw-inc.com](mailto:jamesh@chw-inc.com)

Fax

PROJECT (NAME and/or  
DESCRIPTION):

Proposal for a Roadway Soil Survey  
Ash Street Improvements  
Perry, Taylor County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

**PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence. Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions.*

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

CLIENT: CHW Professional Consultants

GSE Engineering & Consulting, Inc.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT: James Harriot, P.E.

PRINT: Kenneth L. Hill, P.E.

Director of Engineering,

TITLE: Transportation

TITLE: Principal Engineer

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

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



## Section II. STANDARD PROVISIONS

- A. **GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. **SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. **STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. **SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. **RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. **ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. **INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.
- J. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.



- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.
- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.



**T. PERMITTING**

- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.

**U. ADDITIONAL SERVICES**

- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.

- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence.

## Proposal No. 2022-150

<u>Field Services</u>	<u>Units</u>	<u>Rate</u>	<u>No. Units</u>	<u>Total</u>
Mobilization (standard rig)	each	\$ 500.00	1	\$ 500.00
Mobilization (all-terrain rig)	each	\$ 800.00	2	\$ 1,600.00
Standard Penetration Test Borings				
0-50 feet	feet	\$ 13.00		\$ -
50-100 feet	feet	\$ 15.00		\$ -
100+	feet	\$ 17.50		\$ -
Extra Spoons (DOT SPT borings)	each	\$ 30.00		\$ -
Borehole Abandonment (SPT borings)	feet	\$ 2.50		\$ -
Auger Borings				
0-15 feet 76@5', 18@15'	feet	\$ 10.00	650	\$ 6,500.00
15-30 feet	feet	\$ 12.00		\$ -
Perm Sample Collection	each	\$ 30.00	18	\$ 540.00
LBR Sample Collection	each	\$ 30.00	5	\$ 150.00
Shelby Tube Sample Collection	each	\$ 150.00		\$ -
Casing (0-50)	feet	\$ 6.15		\$ -
Casing (50-100)	feet	\$ 7.25		\$ -
Pavement cut/patch	each	\$ 60.00	5	\$ 300.00
Limited Clearing for Access	hours	\$ 100.00		\$ -
Site Clearing "Push Out"	Lump Sum	\$ 1,000.00		\$ -
Double Ring	each	\$ 600.00		\$ -
Subcontracted Field Services	20% markup	1.2		\$ -
MOT (Includes Flagmen)	lump sum (Daily)	\$ 1,000.00	1	\$ 1,000.00
MOT (signs/cones)	lump sum (Daily)	\$ 500.00	3	\$ 1,500.00
<b>Field Total</b>			<b>min 1/2 day rate</b>	<b>\$ 12,090.00</b>
<u>Laboratory &amp; Testing Services</u>				
Subcontracted Lab Services	15% markup	1.15		
Percent Passing 200 Sieve	each	\$ 50.00	24	\$ 1,200.00
Full Grain Sieve Analysis	each	\$ 85.00		\$ -
Atterberg Limits	each	\$ 90.00	8	\$ 720.00
Constant Head Permeability Tests	each	\$ 195.00	18	\$ 3,510.00
Organic Content	each	\$ 50.00		\$ -
Moisture Content	each	\$ 15.00	24	\$ 360.00
Hydrometer	each	\$ 100.00		\$ -
LBR	each	\$ 325.00	5	\$ 1,625.00
Radon (includes shipping)	sample	\$ 200.00		\$ -
Corrosion	each	\$ 200.00	2	\$ 400.00
Modified Proctor	each	\$ 90.00		\$ -
Cylinder Breaking	each	\$ 12.00		\$ -
Cylinder Collection/Slump	hour	\$ 200.00		\$ -
<b>Laboratory Total</b>				<b>\$ 7,815.00</b>
<u>Reporting and Project Coordination</u>				
Utility Locate/Layout	hrs	\$ 75.00	8	\$ 600.00
Engineering Intern	hrs	\$ 80.00	24	\$ 1,920.00
Senior Field Technician	hrs	\$ 80.00		\$ -
Project Professional	hrs	\$ 120.00	24	\$ 2,880.00
Senior Engineer	hrs	\$ 150.00	12	\$ 1,800.00
Principal Professional	hrs	\$ 175.00		\$ -
Drafting	hrs	\$ 65.00	18	\$ 1,170.00
Clerical	hrs	\$ 65.00	4	\$ 260.00
<b>Reporting Total</b>				<b>\$ 8,630.00</b>
<b>Total Effort</b>				<b>\$ 28,535.00</b>



**Environmental  
Resource Solutions**  
A Division of SES Energy Services LLC

11 July 2022

Mr. Matthew Cantrell  
CHW, Inc.  
11801 Research Drive  
Alachua, Florida 32615

**RE: Ash Street Widening/Resurfacing  
Taylor County, Florida  
Proposal/Contract for Services  
ERS Proposal No. P22162 (R1)**

Dear Mr. Cantrell:

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is pleased to provide you with this revised proposal/contract to provide environmental services for the above referenced project in Taylor County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

**ENVIRONMENTAL RESOURCE SOLUTIONS**  
***A Division of SES Energy Services LLC***

**For:**  
Jonathan Summerfield, PWS  
Senior Environmental Scientist

Attachment: Proposal/Contract for Services  
General Terms and Conditions

PCP/P22162\_AshStreet R1

**PROPOSAL/CONTRACT****Prepared for:****Mr. Matthew Cantrell****CHW, Inc.****11801 Research Drive****Alachua, Florida 32615****11 July 2022**

**RE: Ash Street Widening/Resurfacing  
Taylor County, Florida  
Proposal/Contract for Services  
ERS Proposal No. P22162 (R1)**

**Scope of Services**

**Task 1 – Wetland Delineation and Field Assessment.** Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will conduct a field assessment of the subject property to document on-site vegetative communities; determine the presence of protected wildlife, vegetation, or suitable habitats; and to document potential or existing sinkholes. If additional subsurface testing or mapping of sinkholes or underground caves is required, ERS will coordinate with a local firm specializing in these services and will provide a supplemental proposal. Archaeological resources will not be evaluated as part of this assessment.

ERS will delineate any on-site jurisdictional wetlands or surface waters pursuant to the current regulations and guidance of the Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers (USACE). Wetland limits will be flagged in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device. Upon completion of the delineation, ERS will send a map depicting the approximate location of the flagged line and associated GPS data to the Client.

**Task 1- Not to Exceed.....\$4,427.64**

**Task 2 – Gopher Tortoise Survey (as needed).** ERS will conduct a gopher tortoise burrow survey of all known and potential gopher tortoise habitat within the project corridor. All gopher tortoise burrows found will be flagged in the field and located utilizing a global positioning system (GPS).

**Task 2- Not to Exceed.....\$1,239.77**

**Task 3 – Gopher Tortoise Permitting (as needed).** ERS will prepare and submit a Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Conservation Permit Application for the relocation of all on-site gopher tortoises. ERS will coordinate and attend a site visit with FWC personnel to verify the results of the survey, if required by FWC during the permitting process. ERS will coordinate with the Client during the permitting process to obtain information regarding their preferred gopher tortoise relocation site, which will need to be submitted with the application package. Following relocation of on-site gopher tortoises, ERS will submit an After-Action Report to FWC. This task does not include FWC Conservation (application) fees or relocation of tortoises. Excavation and capture of tortoises will be addressed through a separate proposal as necessary.

**Task 3- Not to Exceed.....\$1,136.03**



**Task 4 – State Environmental Resource Permitting, Chapter 62-330, F.A.C.** ERS will assist the project engineer in preparing all necessary documentation and graphics required for submittal of a permit application to SRWMD. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

**Task 4- Not to Exceed**.....\$6,235.58

**Task 5 – Federal Clean Water Act Section 404 Permitting.** ERS will prepare all necessary documentation and graphics required for submittal of a federal Clean Water Act Section 404 permit application. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Please note that the FDEP has assumed responsibility for Clean Water Act permitting under Section 404 for certain wetland areas in Florida. Based on current delegation agreements, ERS has determined that Section 404 permitting for this project will be processed by FDEP.

**Task 5- Not to Exceed**.....\$6,111.71

**Total Fee for Tasks 1-5 – Not to Exceed**.....\$19,150.73

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

**TERMS ACCEPTED:**

For: \_\_\_\_\_

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

By: \_\_\_\_\_

(Signature)

(Printed/Typed)

For: **SES Energy Services LLC (ERS Division)**

Date: 11 July 2022

By: 

(Signature)

Kim Allerton

(Printed/Typed)

## General Terms and Conditions

### GC-1 DEFINITIONS

- A. "Consultant" shall be defined as SES Energy Services LLC
- B. "Client" means the company entering into this Agreement with Consultant.
- C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party"
- D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
- E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

### GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:

- A. Cost Estimate including Scope of Work and Agreement signature page
- B. General Terms and Conditions
- C. Attachments, if any

### GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

### GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

### GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

### GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

### GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

### GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

### GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

### GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

### GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are



## General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

### GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

### GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

### GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

### GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

### GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

### GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand (\$50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million (\$1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred (\$500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

### GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

### GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

### GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be



## General Terms and Conditions

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

### GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

### GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

### GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

### GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

### GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

### GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

### GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

### GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

### GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.



# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project  
County  
FPN  
FAP No.

Ash Street Widening/Resurfacing - 9/10 foot lane to 12 foot lanes (11 foot lanes on local section)  
Taylor County  
443406-1-54-01  
54321

Consultant Name  
Consultant No  
Date  
Estimator

CHW Professional Consultants  
22-0092  
7/13/2022  
James K Harriott Jr. P.E.

Staff Classification	Hours From "SH Summary - Firm"	Principal/PE	Director	Senior Project Manager	PM/PE	Project Engineer	Senior CADD	Project Coordinator	Project Assistant	2 Man Field Crew	Prof Surv/Map	Senior CADD Survey	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3 Project General and Project Common Tasks	20	0	2	4	0	14	0	0	0	0	0	0	0	20	\$2,600	\$130.00
4 Roadway Analysis	248	2	17	30	37	57	99	0	5	0	0	0	0	247	\$30,855	\$124.11
5 Roadway Plans	304	3	21	36	46	70	122	0	6	0	0	0	0	304	\$37,770	\$124.24
5a Drainage Analysis	225	5	5	23	90	45	56	0	2	0	0	0	0	226	\$29,455	\$130.33
5b Drainage Plans	40	1	1	4	16	8	10	0	0	0	0	0	0	40	\$5,250	\$131.25
7 Utilities	26	0	1	2	8	8	6	0	1	0	0	0	0	26	\$3,225	\$124.04
8 Environmental Permits and Env. Clearances	12	0	1	2	6	2	0	0	0	0	0	0	0	11	\$1,565	\$142.27
9 Structures - Misc. Tasks Dwg. Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14 Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15 Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19 Signing & Pavement Marking Analysis	77	1	5	10	12	18	31	0	0	0	0	0	0	77	\$9,705	\$126.04
20 Signing & Pavement Marking Plans	41	0	2	5	7	10	16	0	0	0	0	0	0	40	\$4,980	\$124.00
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24 Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25 Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26 Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27 Survey (Field & Office Support)	268	0	8	0	0	0	0	0	4	136	48	72	0	268	\$34,560	\$128.96
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30 Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
36 3D Modeling	332	0	0	17	0	0	315	0	0	0	0	0	0	332	\$35,795	\$107.82
<b>Total Staff Hours</b>	<b>1,593</b>	<b>12</b>	<b>63</b>	<b>133</b>	<b>222</b>	<b>232</b>	<b>655</b>	<b>0</b>	<b>18</b>	<b>136</b>	<b>48</b>	<b>72</b>	<b>0</b>	<b>1,591</b>	<b>\$195,640.00</b>	<b>\$122.90</b>
<b>Total Staff Cost</b>		<b>\$2,700.00</b>	<b>\$11,025.00</b>	<b>\$21,280.00</b>	<b>\$31,080.00</b>	<b>\$26,680.00</b>	<b>\$68,775.00</b>	<b>\$0.00</b>	<b>\$1,080.00</b>	<b>\$19,720.00</b>	<b>\$6,720.00</b>	<b>\$6,480.00</b>	<b>\$0.00</b>		<b>\$195,640.00</b>	<b>\$122.90</b>

Check = \$195,540.00

SUBTOTAL ESTIMATED FEE:			
	Surveying (by CHW)		\$34,560.00
	Roadway Design Services (by CHW)		\$160,980.00
	Subtotal Estimated Fee (by CHW)		\$195,540.00
Subconsultant	ERS (A Division of SES Energy Services, LLC)		
	Task 1 - Wetland Delineation and Field Assessment	\$4,427.64	
	Task 2 - Gopher Tortoise Survey (as needed)	\$1,239.77	
	Task 3 - Gopher Tortoise Permitting (as needed)	\$1,136.03	
	Task 4 - Environmental Resource Permitting (as needed)	\$6,235.58	
	Task 5 - Federal Clean Water Act Permitting (as needed)	\$6,111.71	
Subconsultant	ERS		\$19,150.73
Subconsultant	Ayres Assoc.		\$6,800.00
Subconsultant	GSE		\$28,500.00
SUBTOTAL ESTIMATED FEE:			
	Post Design/Construction Administration Service (by CHW)		\$16,775.00
	GRAND TOTAL ESTIMATED FEE:		\$266,765.73

**Ash Street - Taylor County**

Post Design/Construction Administration Service - Fee Spreadsheet  
 April 5, 2022

Ash Street - Taylor County Post Design/Construction Administration Service - Fee Spreadsheet April 5, 2022	CHW Construction Services								Total
	Principal/ PE	Director Const. Services	Constr. Proj. Manager	Sr Inspector/ Supervisor	Inspector	Project Coordinator	Project Assistant	Subtotal	Subtotal
	\$225.00	\$175.00	\$125.00	\$100.00	\$85.00	\$65.00	\$60.00	Hours	Cost
Construction Services									
E. Post Design / Construction Administration Services									
1. Supplemental / Technical specifications for inclusion with the bid documents, if required.			6			2		8	\$880.00
2. Description of the work, as needed, for inclusion in the County's bid package. The County will advertise the project. The description of the work shall consist of text provided in an email format for the client to utilize in preparation of the bid documents.			2					2	\$250.00
3. Attend pre-bid meetings			6			6		12	\$1,140.00
4. Attend other meetings as needed			20			6		26	\$2,890.00
5. Respond to bid questions and issue addenda as needed			6			2		8	\$880.00
6. Participate (EOR) in bid review as needed			6			1		7	\$815.00
7. Attend pre-con meeting (attendance only, meeting to be planned and facilitated by CEI Consultant)			6			6		12	\$1,140.00
8. Shop drawing review			4			2		6	\$630.00
9. Respond to RFIs during construction			60			10		70	\$8,150.00
Subtotal	0	0	116	0	0	35	0	151	\$16,775.00



# ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project Ash Street Widening/Resurfacing  
County Taylor  
FPN 443406-1  
FAP No. 54321

Consultant Name SES Energy Services LLC, ERS Division  
Consultant No enter consultants proj. number  
Date 4/8/2022  
Estimator insert name

Staff Classification	Total Staff Hours From "SH Summary Form"	Project Manager	Chief Scientist	Sr. Env. Specialist	Sr. Env. Specialist	Sr. Env. Scientist	Env. Specialist	GIS Specialist	CADD/Computer Tech	Env. Tech. I	Env. Tech. II	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$80.78	\$65.00	\$49.92	\$47.46	\$41.75	\$36.21	\$33.53	\$31.76	\$31.25	\$28.85	\$0.00	\$0.00			
3 Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4 Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5 Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Environmental Permits and Env. Clearances	140	14	0	28	0	56	0	14	0	14	14	0	0	140	\$6,318	\$45.13
9 Structures - Misc. Tasks, Dwg's Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14 Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15 Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24 Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25 Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26 Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27 Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30 Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	140	14	0	28	0	56	0	14	0	14	14	0	0	140		
<b>Total Staff Cost</b>		\$1,270.92	\$0.00	\$1,397.76	\$0.00	\$2,338.00	\$0.00	\$489.42	\$0.00	\$437.50	\$403.90	\$0.00	\$0.00		\$6,317.50	\$45.13

## Notes

- This sheet to be used by Subconsultant to calculate its fee

SALARY RELATED COSTS					
OVERHEAD		167.50%			\$10,581.81
OPERATING MARGIN		28%			\$1,768.90
FCCM (Facilities Capital Cost Money)		0.1180%			\$7.45
EXPENSES		7.52%			\$475.08
SUBTOTAL ESTIMATED FEE					\$19,150.74
Survey (Field)	0	4-person crew	\$ -	/ day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE					\$19,150.74
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE					\$19,150.74

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

COMMISSIONERS TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CHW, INC. FOR THE RECONSTRUCTION & RESURFACING OF ASH STREET.

**MEETING DATE REQUESTED:**

August 16, 2022

**Statement of Issue:**

The Board of County Commissioners is currently under contract with CHW, Inc. (CHW) to provide Highway and Bridge/Structural Design Services. In accordance with the terms and conditions of that contract, CHW is proposing to prepare plans and specifications to reconstruct and resurface Ash Street as part of the Florida Department of Transportation's (FDOT) Small County Outreach Programs.

**Recommended Action:** Staff recommends that the Board accept and approve CHW Consulting Engineers, Inc.'s proposal to provide design services for the reconstruction & resurfacing of Ash Street.

**Fiscal Impact:**

FISCAL YR 2022/23 - \$2,146,431 SCOP Funding  
\$266,765.73; CHW proposal

**Budgeted Expense:**

YES

**Submitted By:**

ENGINEERING DEPARTMENT

**Contact:**

COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

In February of 2020, the Board of County Commissioners executed a contract with CHW, Inc. to provide Professional Engineering Services specific to Highway and Bridge/Structural Design through September of 2024. Late last year, the Board also entered into a reimbursement agreement with the FDOT to provide the Board \$2,146,431 through the Small County Outreach Program to be used for the reconstruction & resurfacing of Ash Street from US HWY 19 to Helen Street, approximately 1.78 miles. This funding will be used to support the proposed design services, the eventual construction effort and the associated Construction Engineering Inspection.

Under their not to exceed proposal, it will be CHW's responsibility to evaluate the current condition of the roadway and to undertake all aspects required to prepare the construction plans and associated specifications that will govern improvements to provide a structurally suitable roadway that is also compliant with current design and safety requirements. The objective of the project is to resurface and widen the approximate 1.78-mile stretch of road from its current 18 ~ 22 ft varying width to a 22 and 24 ft wide travel way. Improvements will also be made to stormwater management components, shoulders, sidewalks, signage, pavement markings and roadside protection devices. CHW anticipates beginning design services once their proposal is approved and completing such activities within nine months.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Taylor County Small County Consolidated Solid Waste Management Grant** Agreement Number: **SC328**
2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Taylor County Board of County Commissioners** Entity Type: **Local Government**
- Grantee Address: **201 E. Green Street  
Perry, Florida 32347** FEID: **59-6000879** (Grantee)
3. Agreement Begin Date: **October 1, 2022** Date of Expiration: **September 30, 2023**
4. Project Number: **SC328** Project Location(s): **Taylor County**  
(If different from Agreement Number)
- Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$93,750.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>2022-23 GAA Line Item #1730</b>	<b>\$93,750.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$93,750.00</b>

6. Department's Grant Manager Name: **Lindsey Bradley-Brown** or successor
- Address: **2600 Blair Stone Road  
Tallahassee, Florida 32399-2400**
- Phone: **(850)245-8977**
- Email: **lindsey.bradleybrown@floridadep.gov**
- Grantee's Grant Manager Name: **Jami Evans** or successor
- Address: **401 Industrial Park Drive  
Perry, Florida 32348**
- Phone: **(850)838-3553**
- Email: **grants.assist@taylorcounty.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit 1 Recycling Summary Report Exhibit 2 Tonnage Summary Report

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County Board of County Commissioners

GRANTEE

Grantee Name

By

*Thomas Rimple*  
(Authorized Signature)

8.16.22  
Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.



#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement



the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)



shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

**Attachment 1**

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The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had



been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**



The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

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

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or



otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;



- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.



- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Terms and Conditions**  
**AGREEMENT NO. SC328**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Taylor County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

**Attachment 2**

Page 1 of 2

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO. SC328**

**ATTACHMENT 3**

**PROJECT TITLE:** Taylor County Small County Consolidated Solid Waste Management Grant

**PROJECT AUTHORITY:** Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1730, Solid Waste Management Trust Fund, Fiscal Year (FY) 2022-23 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

**PROJECT LOCATION:** All collected recyclable materials are brought to a central facility located at 3750 W. US 98, Perry, Florida 32347 for processing. The recyclable material will be collected from the nine (9) drop-off centers and twenty-five (25) businesses located throughout Taylor County and then transported and disposed of at Newark Recycled Fibers in Tallahassee, Florida.

**PROJECT BACKGROUND:** The Grantees' Recycling Program provides recycling services for residents and small businesses located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty-five (25) small businesses located throughout Taylor County. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

**PROJECT DESCRIPTION:** The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operator for the administration of its recycling program. Taylor County residents may bring their eligible recyclable material to the collection sites for drop-off and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: <https://www.taylorcountygov.com/troschedule.jpg>. The Grantee currently operates a regular cardboard pick-up schedule for twenty-five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally, grant funds will be used to off-set the costs associated with the Grantee's disposal of waste tires picked up by D.E. Barnes, Inc. of Marianna, Florida.

**Additional Narrative:** The Grantee's recycling program operations and waste tire disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.



## **TASKS and DELIVERABLES:**

### **Recycling Program Operations**

#### **Task 1: Recycling Program Salaries/Wages**

**Task Description:** The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

**Deliverables:** Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, using the **Recycling Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

### **Waste Tire Disposal**

#### **Task 2: Waste Tire Disposal**

**Task Description:** Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan.

**Deliverables:** The Grantee will submit documentation of its waste tire disposals. This documentation must include: the date of transportation, number of tires, and registration number of the collector along with the name of the driver. Additionally, the Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.



**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2022	9/30/2023	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2022	9/30/2023	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	\$76,938.00
	<b>Total for Task:</b>	<b>\$76,938.00</b>
2	Contractual Services (Subcontractor)	\$16,812.00
	<b>Total for Task:</b>	<b>\$16,812.00</b>

**SALARY AND FRINGE BENEFITS BY TASK:** Cost reimbursable hourly, fringe, and indirect rate(s) by position may not exceed those indicated below.

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	\$12.43
	Utilities Mechanic	\$10.50
	HEO I	\$12.33
	Secretary/Office	\$19.38

\*Note: Full-time employee hourly rates determined by minimum and maximum salary/ 2,080 work hours per year.

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$93,750.00
Salaries/Wages Total	\$76,938.00
Contractual Services Total	\$16,812.00
<b>Total:</b>	<b>\$93,750.00</b>



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



**By Mail:**

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

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

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

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

**By Mail:**

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

**Electronically:**

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

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

**By Mail:**

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

**Electronically:**

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

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

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

**EXHIBIT - 1**

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

**Attachment 5**

**Exhibit 1**

Page 5 of 6



*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2022-23	37.012	Small County Consolidated Waste Grant	\$93,750.00	140134
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$93,750.00
-------------	-------------

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

**ATTACHMENT 6**

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.



Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

## Exhibit A

DEP Agreement No. SC328  
Rev. 5/30/2017



**Exhibit C**  
**PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: SC328 Agreement Effective Dates: \_\_\_\_\_

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

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

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

<b>CATEGORY OF EXPENDITURE</b> <i>(As authorized)</i>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$	\$	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$N/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$N/A	
<b>TOTAL REMAINING IN TASK</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.



### Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply below:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

\_\_\_\_\_  
Professional Service Provider (Name / License No.)      Period of Service (mm/dd/yy – mm/dd/yy)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grantee's Grant Manager Signature

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

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

\_\_\_\_\_  
Telephone Number



## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

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

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

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

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

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

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

### GRANT EXPENDITURES SUMMARY SECTION:

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

### NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.



# Exhibit 1 Recycling Summary Report

Grantee may submit one (1) summary report for all recycling completed during the quarter. Complete a report number for each recycling completed during the quarter. Attach additional pages, if necessary. Include copies of any supporting documentation the recycling center may have provided. Comparable documentation may be submitted in lieu of this report.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the recycling operations have been completed in accordance with the terms and condition of DEP Agreement No. SC328 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Grantee's Grant Manager Signature:

Date:



## Exhibit 2 Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim. Comparable documentation may be submitted in lieu of this report.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal  
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC328 and as described in Attachment 3, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**Board to review approve the 2022-2023 Small County Consolidated Solid Waste Management Grant Agreement SC328 in the amount of \$93,750.00.**

**MEETING DATE REQUESTED:**

**August 16, 2022**

**Statement of Issue:** Board to review approve the 2022-2023 Small County Consolidated Solid Waste Management Grant Agreement SC328 on the amount of \$93,750.00.

**Recommended Action:** Review and approve Grant Agreement SC328.

**Fiscal Impact:** The County is eligible to receive up to \$93,750 from the DEP Solid Waste Management Grant Program with no match required from the County.

**Budgeted Expense:** Yes

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

**Contact:** Jami Evans, Grants Coordinator

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

**Attachments:** Small County Consolidated Waste Management Grant Agreement SC328.



# FINAL INSPECTION REPORT

DATE: June 10, 2022

APPLICANT NAME: Taylor County	FIPS NUMBER: 123-99123-00	FEMA DECLARATION NUMBER: FEMA - 4337 DR - FL
----------------------------------	------------------------------	---

P A COMPLETION DATE: 03/10/2018	NEMIS PW # 1697	CATEGORY: B-Emergency Protective	PW ESTIMATED AMOUNT: \$ 2,940.32
ACTUAL COMPLETION DATE: 09/14/2017	PW VER 1		
APPLICANT CLAIMED AMOUNT: \$ 2,940.32	ORIGINAL PW ID: 8288		
ACTUAL DOCUMENTED AMOUNT: \$ 2,940.32	ESTIMATED PROJECT TOTAL:		\$ 2,940.32
	RECOMMENDED ELIGIBLE TOTAL:		\$ 2,940.32
THE FINAL INSPECTION IS FOR AN OVER RUN IN THE AMOUNT OF:			\$ -

FINAL INSPECTION PW # 1697 V1 HAS BEEN PREPARED AS THE FINAL ACTION FOR THE PROJECT.

THE FINAL INSPECTION PW IS FOR AN UNDER RUN IN THE AMOUNT OF: \$ -

PERCENT OF DIFFERENCE BETWEEN ESTIMATED PROJECT COST AND ACTUAL COST: 0.00%

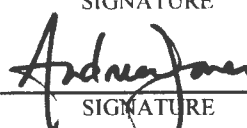


**COMMENTS / SUMMARY :** This project closes with the attached final PW version.

This project worksheet is written to reimburse the applicant for expenses associated with eligible emergency protective measures in response to expenses in response to Hurricane Irma (DR 4337). All work was completed between 09/09/2017 and 09/14/2017, as selected by the applicant for 92.25% of funding. No time extensions were required and there are currently no pending amendments or outstanding workflows in FLPA. This form represents that a final inspection of this project was conducted and shared with Pam Feagle representing Taylor County.

Documentation provided by: Pam Feagle, Chair of BOCC, 591 US Highway 27, East Perry, FL 32347, pfeagle@taylorcountygov.com, 850-838-3575.

Closeout performed by: Andrea Jones, Grant Management Consultant, Emergency Management Disaster Solutions, ajones@emd.solutions, 850-702-9826.

NOTE: All documentation is on file at the Applicant's Office located at the following address:  
591 US Highway 27 East Perry, FL, 32347

FEMA INSPECTOR (PRINT NAME)	SIGNATURE	DATE
Andrea Jones		June 10, 2022
STATE INSPECTOR (PRINT NAME)	SIGNATURE	DATE
Pam Feagle		
LOCAL REPRESENTATIVE (PRINT NAME)	SIGNATURE	DATE
Thomas Demps		



FEDERAL EMERGENCY MANAGEMENT AGENCY <b>PROJECT WORKSHEET</b>				O.M.B. No. 3067-0151 Expires April 30, 2001																																																																									
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b> Public reporting burden for this form is estimated to average 30 minutes. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the forms. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of the forms. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collection Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0151). <b>NOTE: Do not send your completed form to this address.</b>																																																																													
DECLARATION NO: <b>FEMA- 4337 -DR- FL</b>		PROJECT NO. 1697 V0	FIPS NO. 123-99123-00	DATE 06/10/22	CATEGORY B-Emergency Protective Measures																																																																								
DAMAGE FACILITY Not Applicable			WORK COMPLETE AS OF: 09/14/17 : 100 %																																																																										
APPLICANT Taylor County		COUNTY Taylor																																																																											
LOCATION Countywide			LATITUDE 30.11686	LONGITUDE -83.5809																																																																									
<b>DAMAGE DESCRIPTION AND DIMENSIONS</b>																																																																													
<b>FINAL INSPECTION OF FEMA PW # 1697</b>																																																																													
<b>SCOPE OF WORK</b>  This PW is written with no variance between the actual Documented Cost and the costs shown on the Original Project Work Sheet including any Version and/or Approved Hazard Mitigation (See accompanying Final Inspection Report & Reconciliation Forms for details).  During the incident period of 09/04/2017 through 10/18/2017 Hurricane Irma created an immediate threat to the health and safety of the public, requiring emergency response and protective measures the applicant utilized Community Emergency Response team (CERT) volunteers to staff shelters for evacuees. CERT volunteers registered answered phones, set up and served food, cleaned, and supervised the area for safety. Currently there are no pending amendments or outstanding workflow in FLPA.  The FDEM Grant Management Consultant has reviewed the records and recommends that this project be approved as amended. The applicant understands that this Project Worksheet Version completes the Final Project Closeout process.																																																																													
Does the Scope of Work change the pre-disaster condition at site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																													
Special Consideration issues included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																													
Is there insurance coverage on facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																													
<table border="1"><thead><tr><th>ITEM</th><th>CODE</th><th>NARRATIVE</th><th>QUANTITY/UNIT</th><th>UNIT PRICE</th><th>COST</th></tr></thead><tbody><tr><td>1</td><td>9022</td><td>Volunteer Labor</td><td>-1 / LS</td><td>\$ 2,940.32</td><td>\$ (2,940.32)</td></tr><tr><td>2</td><td>9022</td><td>Volunteer Labor</td><td>1 / LS</td><td>\$ 2,940.32</td><td>\$ 2,940.32</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td></td><td></td><td></td><td>/</td><td>\$ -</td><td>\$ -</td></tr><tr><td colspan="4"></td><td>TOTAL COST</td><td>\$ -</td></tr></tbody></table>						ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST	1	9022	Volunteer Labor	-1 / LS	\$ 2,940.32	\$ (2,940.32)	2	9022	Volunteer Labor	1 / LS	\$ 2,940.32	\$ 2,940.32				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -				/	\$ -	\$ -					TOTAL COST	\$ -
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PREPARED BY: Andrea Jones			TITLE: Grant Management Consultant																																																																										
FEMA Form 90-91, SEP 98																																																																													
Pam Feagles		Thomas Dempsey		8.16.22																																																																									
Applicant - Printed Name		Applicant - Signature		Date																																																																									

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approval and signature of the FEMA Closeout Project DR4337 PW1697 for Hurricane Irma.



**MEETING DATE REQUESTED:**

**Statement of Issue:** Document approval.

**Recommended Action:** Approve and sign FEMA Closeout Project DR4337 PW1697.

**Fiscal Impact:** Reimbursement of \$2,940.32

**Budgeted Expense:** No

**Submitted By:** John Louk, Director of Emergency Management

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Taylor County submitted for reimbursement of volunteer CERT hours 09/04/2017 through 10/18/2017 for Hurricane Irma.

**Options:** APPROVE/ DO NOT APPROVE

**Attachments:** 1. Closeout DR4337 PW1697



# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Ms. LaWanda Pemberton  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

**Permit No:** SAJ-1995-05915 (SP-LSL)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** You are authorized to expand an existing offshore artificial reef, known as Buckeye Reef, from 1 square nautical mile to 4 square nautical miles. The navigational clearance will be -32 feet Mean Low Water. All reef materials will be consistent with the publication *Guidelines for Marine Artificial Reef Materials*, 2<sup>nd</sup> edition, the National Artificial Reef Plan, the state of Florida Artificial Reef Strategic Plan, and the Organization for Artificial Reefs' *Artificial Reef Development Plan*. A 50' buffer zone will be implemented inside the site borders on all sides where no materials will be deployed to ensure all reef materials are deployed within the permitted site. The work described above is to be completed in accordance with the 3 pages of drawings and 5 attachments affixed at the end of this permit instrument.

**Project Location:** The artificial reef site is located in the Gulf of Mexico, southwest of Taylor County, Florida. The reef site is approximately 16.1 nautical miles (southwest on compass bearing 241) of Keaton Beach and is referred to as Buckeye Reef with central coordinates below:

**Central Coordinates:**

	Point	Decimal Degrees (DD)		Degrees Decimal Minutes (DDM)	
		Latitude (N)	Longitude (W)	Latitude (N)	Longitude (W)
1	Centroid	29.63722°	-83.9000°	29° 38.2332'	83° 54.0000'
2	Northeast Corner	29.65166°	-83.88339°	29° 39.0996'	83° 53.0034'
3	Southeast Corner	29.62277°	-83.88339°	29° 37.3662'	83° 53.0034'



PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

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4	Southwest Corner	29.62277°	-83.91667°	29° 37.3662'	83° 55.0002'
5	Northwest Corner	29.65166°	-83.91667°	29° 39.0996'	83° 55.0002'

**Directions to site:** From Keaton Beach, the northeast corner of the reef is located 16.1 nautical miles on a 241° heading.

### **Permit Conditions**

#### **General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

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6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-1995-05915, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:
  - a. U.S. Army Corps of Engineers  
415 Richard Jackson Boulevard, Suite 411, Panama City Beach, Florida 32407  
  
or by email: SAJ-RD-Enforcement@usace.army.mil
  - b. National Oceanic and Atmospheric Administration (NOAA)  
Marine Chart Division  
Office of Coast Survey, N/CS26, Sta. 7317  
1315 East-West Highway  
Silver Springs, MD 20910-3282  
  
or email: ocs.ndb@noaa.gov
  - c. Commander, U.S. Coast Guard (USCG)  
Hale Boggs Federal Building  
500 Poydras Street  
New Orleans, Louisiana 70130
  - d. Florida Fish and Wildlife Conservation Commission (FFWCC)  
Artificial Reef Program  
620 S. Meridian Street, MS 4B2  
Tallahassee, Florida 32399  
  
or email: artificialreefdeployments@MyFWC.com
2. **Initial Agency Notification:** The Permittee shall provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment



PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

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start date at least 2 weeks prior to the initial deployment on the authorized artificial reef site.

3. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
4. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Panama City Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
5. **Authorized Reef Materials:** No reef materials or module will weigh less than 500 pounds. Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. All artificial reef materials and/or structures will be selected, designed, constructed, and deployed to create stable and durable marine habitat. The Permittee shall deploy only the following authorized reef materials:
  - a. Prefabricated artificial reef modules composed of ferrous and/or aluminum-alloy metals, ¼ inch or more in thickness, concrete, rock, or a combination of these materials.
  - b. Natural rock boulders and other pre-cast concrete material such as culverts, stormwater junction boxes, power poles, railroad ties, jersey barriers, or other similar concrete material.
  - c. Clean steel and concrete bridge or large building demolition materials such as slabs or pilings with all steel reinforcement rods severed as close to the concrete surface as possible but not to extend more than 6 inches to ensure the rod will not create a fishing tackle or diver ensnaring hazard.
  - d. Heavy gauge ferrous & aluminum alloy metal material components or structures, ¼ inch or more in thickness, such as utility poles and antenna towers.
  - e. Heavy gauge ferrous and aluminum alloy metal hulled vessels which equal or exceed 60 feet hull length prepared and deployed in accordance with all



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applicable U.S. Coast Guard, U.S. Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, or other applicable state or federal agency regulations or policies. The vessel shall not be deployed until all necessary inspections and clearances have been obtained or waived and a stability analysis has been completed demonstrating the vessel will be stable during a 50-year storm event based on vessel and deployment site characteristics. The Permittee shall follow the National guidance regarding preparation of vessels for deployment as artificial reefs which are available at <http://www.epa.gov/owow/oceans/habitat/artificialreefs/index.html>. The Permittee shall provide a record of all inspections, clearances or waivers to the Corps along with the pre-deployment notification.

6. **Pre-Deployment Notification:** No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification" form (Attachment A), to the Corps and Florida Fish and Wildlife Conservation Commission (FFWCC) to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification, the Permittee certifies all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FFWCC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of this permit and the signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification" form are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

7. **Post-Deployment Placement Report/As-Built Drawing:** No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FFWCC, and NOAA a complete and signed "Florida Artificial Reef Materials Placement Report and Post-Deployment Notification" form (Attachment B). Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report an as-built drawing containing the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing



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fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, should be submitted.

8. **Reef Parameters:** The Permittee shall deploy all reef materials within the site boundaries as defined on permit drawing page 1 and 2 of 3. A minimum clearance of -32 feet from the top of the deployed material relative to mean low water (MLW) shall be maintained.
9. **Violation of Reef Parameters Notification:** In the event reef material is deployed in a location or manner contrary to the Reef Parameters Special Condition, the Permittee shall immediately notify the USCG Station and provide information as requested by the station. The Permittee shall notify NOAA, USCG and Corps in writing within 24 hours of the occurrence. At a minimum the written notification shall explain how the deployed material exceeds the authorized reef parameters, a description of the material, a description of the vessel traffic in the area, the deployment location in nautical miles at compass bearing from obvious landmarks, the location of the unauthorized material in latitude and longitude coordinates (degree, minute, decimal minute format to the third decimal place), and the water depth above the material from MLW. The document will list the information provided by telephone to the USCG as noted above and include the time of the call and the name of the USCG personnel receiving the information.
10. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than 1 year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. Should the assessment find any evidence of cultural/archaeological resources such as sunken vessels, ballast, historic refuse piles, or careenage areas, the Permittee shall also maintain a deployment buffer of at least 200 feet from these resources.



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The Permittee shall provide of the information obtained from the assessment to the Corps no less than 14 days prior to deployment of material on an artificial reef in conjunction with the pre-deployment notification.

- 11. Ownership/Maintenance/Liability:** By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.
- 12. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 13. Marine Life Entrapment:** Neither reef structure nor material or the method of design or deployment should pose more than minimal risk of entrapping fish, marine turtles, or marine mammals. The Permittee shall take all necessary action to minimize this risk. Any observation of entrapped marine turtles or marine mammals on this artificial reef site should be reported immediately to the Enforcement Section by telephone at 850-763-0717, extension 1, and the National Marine Fisheries Service by telephone at 727-824-5301.
- 14. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment C).
- 15. Sea Turtle/Sawfish/Sturgeon Guidelines:** The Permittee shall comply with the National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions", which also applies to sturgeon (Attachment D).
- 16. Protected Species Guidance:** The Permittee shall comply with the "Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting" (Attachment E), for marine turtles and marine mammals.



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**17. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not

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resume without written authorization from the State Archeologist and from the Corps.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344)

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

( ) Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.



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c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.



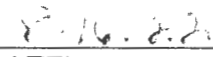
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
(PERMITTEE)

  
(DATE)

  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(DISTRICT ENGINEER)  
For James L. Booth  
Colonel, U.S. Army  
District Commander

\_\_\_\_\_  
(DATE)

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

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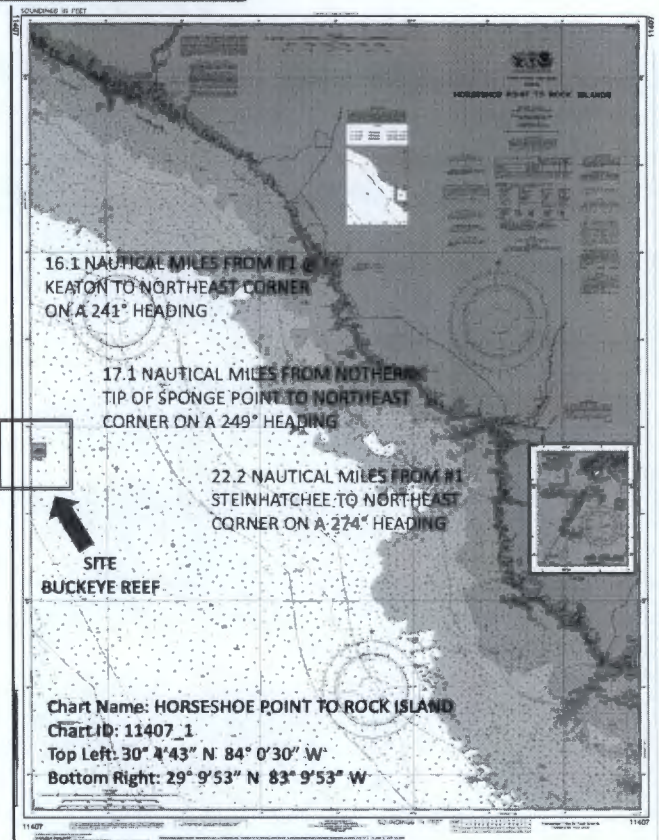
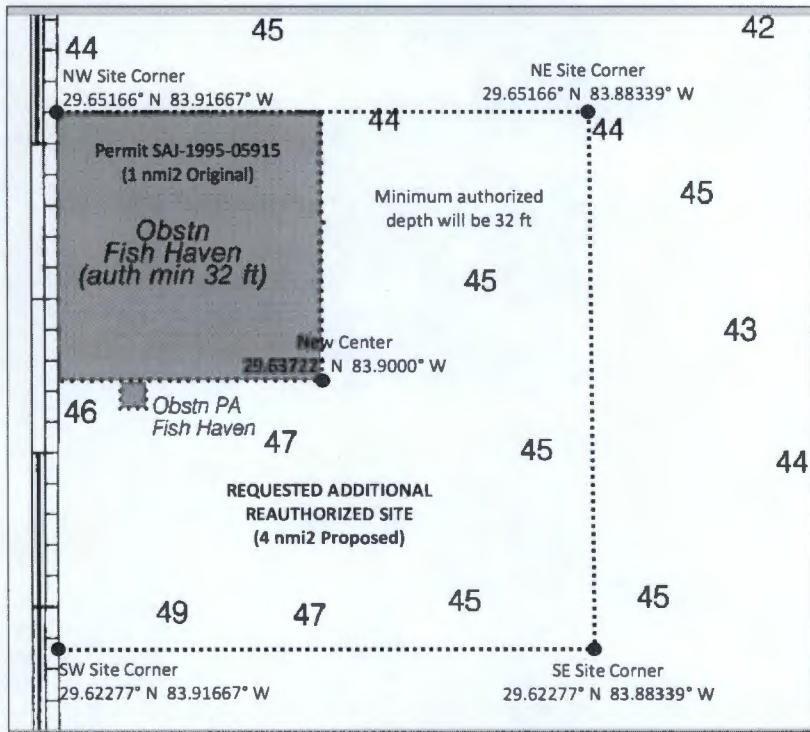
***Attachments to Department of the Army  
Permit Number SAJ-1995-05915***

1. PERMIT DRAWINGS: 3 pages.
2. PRE-DEPLOYMENT NOTIFICATION: 2 pages, *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*.
3. POST-DEPLOYMENT PLACEMENT REPORT: 2 pages, *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*.
4. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*.
5. SEA TURTLE/SAWFISH/STURGEON GUIDELINES: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions*.
6. PROTECTED SPECIES GUIDANCE: 2 pages, *Vessel Strike Avoidance Measures and Reporting for Mariners*.

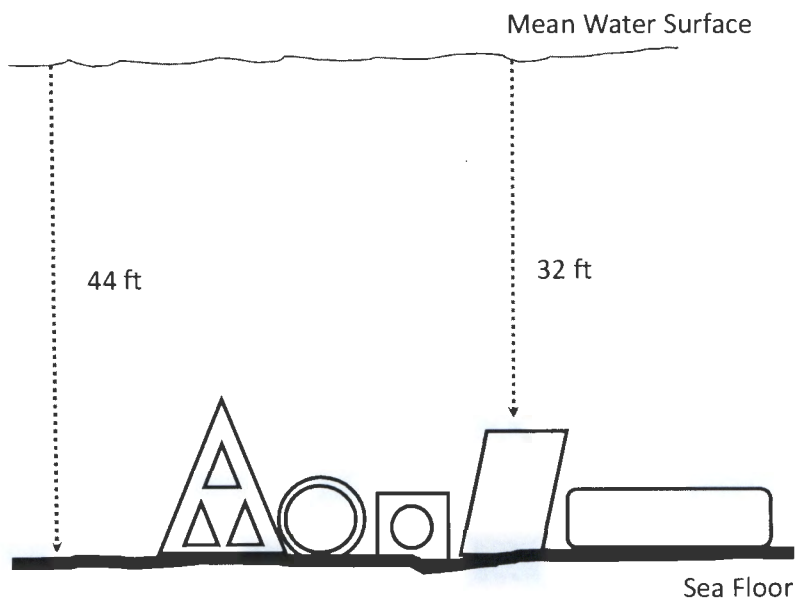


APPLICANT: Taylor County  
 FILE: SAJ-1995-05915 (IP-SWA)  
 DATE: AUGUST 2020

## **TAYLOR COUNTY PROPOSED ARTIFICIAL REEF (Annexes)**



### **TAYLOR COUNTY PROPOSED ARTIFICIAL REEF (Annexes)**



#### **Artificial Reef Latitude and Longitude:**

NW Site Corner: Latitude 29.65166° N  
Longitude 83.91667° W

NE Site Corner: Latitude 29.65166° N  
Longitude 83.88339° W

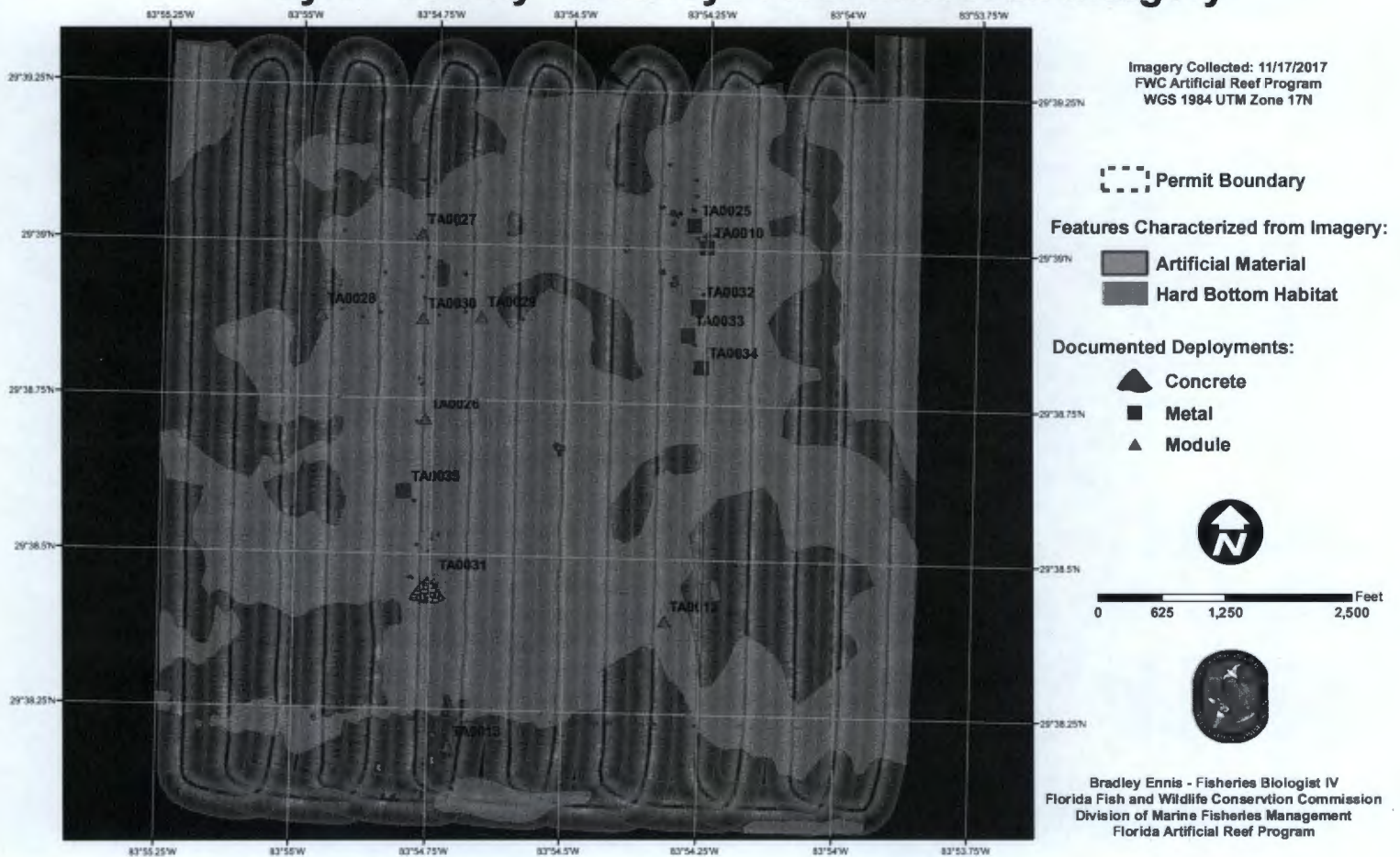
SW Site Corner: Latitude 29.62277° N  
Longitude 83.91667° W

SE Site Corner: Latitude 29.62277° N  
Longitude 83.88339° W

New Center: Latitude 29.63722° N  
Longitude 83.9000° W

APPLICANT: Taylor County  
FILE: SAJ-1995-05915 (IP-SWA)  
DATE: AUGUST 2020

# Taylor County - Buckeye Reef Sidescan Imagery







**FLORIDA ARTIFICIAL REEF MATERIALS  
CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION**  
(Issued pursuant to Ch. 370.25(6)(b), Florida Statutes)



I, \_\_\_\_\_  
Name of individual managing reef deployment (print) Signature Date

whose address is \_\_\_\_\_  
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: \_\_\_\_\_

Transporting Vessel Registration Number: \_\_\_\_\_

Vessel Owner: \_\_\_\_\_ Vessel Operator: \_\_\_\_\_

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

MATERIAL TAG ID NUMBER(S), if applicable	Descriptions of material (number of pieces, type, dimension, weight)	GPS Coordinates degrees, minutes, decimal minutes (DD°MM.mmm')
		Lat: _____ Lon: _____
		Lat: _____ Lon: _____
		Lat: _____ Lon: _____
		Lat: _____ Lon: _____

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

**-- OFFICIAL USE ONLY --**

(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: \_\_\_\_\_  
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number \_\_\_\_\_, permitted site name \_\_\_\_\_

issued on \_\_\_\_\_ and has an expiration date of \_\_\_\_\_

Local tracking number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name of FWC authorized Artificial Reef Inspector, printed)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



# **EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM**

The attached artificial reef cargo manifest has been developed in compliance with subsection 370.25 (6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 370.25 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

## **INSTRUCTIONS**

**A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.**

**The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.**

**The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.**

## **Completion of the artificial reef materials cargo manifest is required for all construction activities.**

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 370.25 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

**Reminder:** the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 370.25 F.S.





# FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



## To Be Completed For Each Deployment Location or Date of Deployment

County or  
Municipality: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

Grant No. FWC - \_\_\_\_\_  
(if applicable)

U.S. Army Corps  
Permit No.: \_\_\_\_\_

Total project cost: \$ \_\_\_\_\_

Funding Source(s) and Amount(s): FWC \$ \_\_\_\_\_ Local \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Name of Permitted  
Reef Site: \_\_\_\_\_

Location Name  
for This Deployment: \_\_\_\_\_

Latitude: \_\_\_\_\_ ° \_\_\_\_\_ ' North  
(degrees, minutes, decimal minutes (DD°MM.mmm'))

Longitude: \_\_\_\_\_ ° \_\_\_\_\_ ' West  
(degrees, minutes, decimal minutes (DD°MM.mmm'))

GPS Brand and Model Number: \_\_\_\_\_

Geographical Location: \_\_\_\_\_ at \_\_\_\_\_ degrees from \_\_\_\_\_  
(nautical miles) (bearing) (reference inlet)

Water Depth: \_\_\_\_\_ feet - Maximum Material Height: \_\_\_\_\_ feet = Minimum Vertical Clearance: \_\_\_\_\_ feet

**TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:**  
(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT) ☐

Primary Type of Material: \_\_\_\_\_ Number of Pieces: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Secondary Type of Material: \_\_\_\_\_ Number of Pieces: \_\_\_\_\_

Dimensions: \_\_\_\_\_

TOTAL TONNAGE FOR THIS DEPLOYMENT: \_\_\_\_\_

**I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE**

Observer's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(PLEASE PRINT) (PLEASE PRINT)

Observer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer's Remarks: \_\_\_\_\_

**I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS**

Permittee's Staff Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(PLEASE PRINT) (PLEASE PRINT)

Permittee's Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Local Tracking number \_\_\_\_\_ FWC Tracking number \_\_\_\_\_ Entered by \_\_\_\_\_ on \_\_\_\_\_  
Rev. 4/23/2007 FWC initials date



Second page to contain instructions....

**FOR GRANT-FUNDED REEFS, the following data will be recorded at the staging area prior to and after the deployment. This formula represents an average, single rake barge and may not represent the exact tonnage of materials placed.**

**USING THIS FORMULA FOR PAYMENT OF TRANSPORTATION COSTS SHOULD BE AGREED UPON IN ADVANCE WITH A CONTRACTOR.**

**Barge Length: \_\_\_\_\_ feet   Barge Width: \_\_\_\_\_ feet   Loaded Draft: \_\_\_\_\_ feet   Unloaded Draft: \_\_\_\_\_ feet**

**(Length X Width X Loaded Draft X 0.93 X 65) = 2,000 = \_\_\_\_\_ (Loaded barge weight in tons)**  
**SUBTRACT**

**(Length X Width X Unloaded Draft X 0.93 X 65) = 2,000 = \_\_\_\_\_ (Unloaded barge weight in tons)**

**TOTAL TONNAGE FOR THIS DEPLOYMENT = \_\_\_\_\_**

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½ " by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [http://www.myfwc.com/WILDLIFEHABITATS/manatee\\_sign\\_vendors.htm](http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm). Questions concerning these signs can be forwarded to the email address listed above.

# **CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

**When a manatee is within 50 feet of work  
all in-water activities must**

**SHUT DOWN**

**Report any collision with or injury to a manatee:**



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

**cell \*FWC or #FWC**





UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc





## **Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region**

### **Background**

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

### **Protected Species Identification Training**

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

### **Vessel Strike Avoidance**

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews shall maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel shall attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.



6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

#### **Additional Requirements for the North Atlantic Right Whale**

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners shall check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

#### **Injured or Dead Protected Species Reporting**

Vessel crews shall report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties shall remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office shall be immediately notified of the strike by email ([takereport.nmfs@noaa.gov](mailto:takereport.nmfs@noaa.gov)) using the attached vessel strike reporting form.

#### **For additional information, please contact the Protected Resources Division at:**

NOAA Fisheries Service

Southeast Regional Office

263 13<sup>th</sup> Avenue South

St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission – Consent Agenda Item**

**SUBJECT/TITLE:**



**Sign Buckeye Reef Permit - Taylor Co-Buckeye Reef-  
Extend and Expand, SAJ-1995-05915**

**Meeting Date:**

August 16, 2022

**Statement of Issue:**  
In September 2019.

Sign the permit SAJ-1995-05915 to re-authorize Buckeye Reef after it expired

**Recommendation:**

Sign Permit SAJ-1995-05915

**Fiscal Impact:** \$ N/A.

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:**

UF Taylor County Extension

**Contact:**

Victor Blanco

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

US Corp of Engineers (USCOE) issued the final draft of permit

SAJ-1995-05915 the use and expansion of Buckeye Reef, requested by the Taylor County

BOCC after it expired in September 2019. The authorization is fundamental to continue the

County artificial reef program, including new deployment and the reef monitoring program. The

Permit includes the expansion of the Buckeye reef area from one square mile (1 nm<sup>2</sup>) to four

square nautical miles (4 nm<sup>2</sup>)

**Options:**

1. Sign the permit for final approval of USCOE

2. Deny signature of permit

**Attachments:**

1. Permit SAJ-1995-05915.

UnitedHealthcare Medical Proposed Rates for TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: 10/01/2021 | Customer Number 00752240  
UBundle Applied

• The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Current	2022-2023 Plan Year
Medical Plan Name	BWO6-M (UHC INS 2021-Traditional) Rx Plan: 570	BWO6-M (UHC INS 2022-Traditional) Rx Plan: 570
Product	Choice+ Legacy Insurance *	Choice+ Legacy Insurance *
Plan Offering	Single Option	Single Option
Benefits*	Network Single/Family	Network Single/Family
Office Copay (PCP/SPC)	PCP \$20, SPC \$35	PCP \$20, SPC \$35
Hospital Copays	OP D&C, IP D&C	OP D&C, IP D&C
UC/ER	UC \$75, ER D&C	UC \$75, ER D&C
Major Diag Copay	MD \$150	MD \$150
X-Ray and Lab	L&X \$0	X-Ray \$0, Lab \$0
Deductible	\$500 Single/\$1,000 Family (Emb)	\$500 Single/\$1,000 Family (Emb)
Coinsurance	80%	80%
Out-of-Pocket Maximum	\$4,000 Single/\$8,000 Family	\$4,000 Single/\$8,000 Family
Pharmacy Tier 1 Copay	\$10.00	\$10.00
Pharmacy Tier 2 Copay	\$35.00	\$35.00
Pharmacy Tier 3 Copay	\$70.00	\$70.00
	Out of Network Single/Family	Out of Network Single/Family
Deductible	\$2,000 Single/\$4,000 Family (Emb)	\$2,000 Single/\$4,000 Family (Emb)
Coinsurance	50%	50%
Out of Pocket	\$16,000 Single/\$32,000 Family	\$16,000 Single/\$32,000 Family
Enrollment		
Employee	106	106
Employee + Spouse	32	32
Employee + Child(ren)	22	22
Employee + Family	32	32
Total	192	192
	Rates (Billed)	Rates (Billed)
	Current	Proposed
Rates		
Employee	\$778.37	\$809.50
Employee + Spouse	\$1,907.01	\$1,983.28
Employee + Child(ren)	\$1,447.77	\$1,505.67
Employee + Family	\$2,342.91	\$2,436.61
Monthly Cost	\$250,356	\$260,368
Annual Cost	\$3,004,267	\$3,124,419
	Percentage of Increase	4.0%
	Annual Increase Additional Cost	\$120,151
	Half Month's Premium Credit Amount	\$130,184

[HOME \(/GRANTS/S/\)](#) [FRDAP](#) [ORCP](#) [CONTACT MANAGEMENT \(/GRANTS/S/CONTACT-MANAGEMENT\)](#)

The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

### > Create a New Grant Application

### ▼ Existing Draft Applications

#### Draft FRDAP Grant Applications

Applicant Name	Project Name	Status	Prepared By	Created Date
Taylor County	Taylor County Sports Complex Phase 7	Draft	Jami Evans	Aug 8, 2022
Taylor County	Taylor County Sports Complex Phase 7	Draft	Jami Evans	Oct 12, 2021

[Modify Draft Application](#)

### Application

#### 1. Applicant Information

* (required) Applicant Account	Taylor County
Applicant FEID	59-6000879
Applicant Address	201 East Green Street
Applicant City	Perry
Applicant State	Florida
Applicant Zip Code	32347
Applicant Population	22,400
Applicant Current Operating Budget	\$61,085,831.00
Applicant Contact	Melody Cox



Applicant Contact Title ⓘ

Grant Writer

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Certification ⓘ

✓

If applicable, attach letter of delegation authorizing you to submit this application on behalf of the applicant.

**Project Information**

\* (required) Name of Project ⓘ

Taylor County Sports Complex Phase 7

\* (required) Project Type ⓘ

Development ▼

Site Control ⓘ

Owned by Applicant ▼

Date Site Control Expires ⓘ



Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period. • School board property is ineligible either by lease or ownership. • Include a copy of the site control documents (e.g., deed, lease, etc.). If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion. (Label as Exhibit "N")

**Project Location**

Project Street ⓘ

1685 N. US 19

Project City ⓘ

Perry

Project County ⓘ

DC-00011 ✕

Project County Display ⓘ

Taylor

Project State ⓘ

Florida ▼

Project Zip Code ⓘ

32347

**Project Geo Location**

Latitude

30.13774

Longitude

-83.60584

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED: This should be the Florida Senate and Florida House district in which the proposed project site is located. If you are not sure of the district, contact your local office of the Supervisor of Elections. (There is only one each.)

State Senator ⓘ

Loranne Ausley

Senate District Number ⓘ

03 ▼

State Representative ①

Jason Shoaf

House District Number ①

07

## E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED:

Acres Acquired ①

74.00

## F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects: (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Proposal Description ①

See Exhibit "P"

Natural Spring on Site ①

No

Public Access Provided ①

Yes

Describe Public Access ①

The Taylor County Sports Complex can be accessed by the public 7 days a week at the entrance located on N. US 19 in Perry, Florida

2) For Acquisition Projects: (In addition to the above information) (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement. (Label as Exhibit\_P)

Acquiring Multiple Parcels ①

## Financial Information

## Grant Match Ratios: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

## A. FRDAP Funds Requested (State Share) Line A

①

\$200,000.00

## B. Local Funds Available: (Grantee Share)

①

\$200,000.00

## C. In-Kind: Line C

1

\$0.00

D. Land Value: Line D

1

\$0.00

If property is developed, land value CANNOT be used as a match.

E. Total Local Match: Line E (Sum of lines B, C and D)

1

\$200,000.00

F. Total Cost of Proposed Project

1

\$400,000.00

Sum of Lines A and E (Should not total more than \$400,000)

(If approved for REDI Match Waiver, fill out REDI Waiver Forms at located under FRDAP Administrative Forms at

<https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program> (<https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>).

).

Submitting Ready Waiver? 1

You will upload all exhibits in the "Exhibit Upload" section before submitting your application [linked table \(/grants/s/frdap-exhibit-table\)](#) for consideration. The

indicates what exhibits are required to be included in your application.

[Update Existing Application](#)

&gt; Project Elements

&gt; Evaluation

&gt; Exhibit Upload

&gt; Application Flags/Self Score Overview

&gt; Submit for Consideration

**Instructions for Requesting a New Account****Select the link below to contact the FRDAP team. When requesting a New Account, please provide the following information.**<https://fddep.force.com/grants/s/frdap-application>



- Account Name
- Mailing Address
- FEID
- Website (if available)
- [Send an email to request new Account \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Account"\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

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- Contact Email Address
- Contact Phone Number
- Contact Mailing Address
- Name of Account the Contact is Associated with
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Contact"\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

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The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

> Create a New Grant Application

> Existing Draft Applications

▾ Project Elements

Instructions for Completing the Project Work Plan

Project Budget Detail

After reviewing the Instructions for Completing the Project Work Plan, select the Project Budget Detail Tab to begin entering the Project Element information.

### Project Budget Detail

Type ▾	Project Element ▾	Paid with Grant Funds ▾	Paid with Match Funds ▾	Total Cost Grant Funds ▾	1
New Primary	Softball Field Improvements	\$193,000.00	\$189,500.00	\$200,000.00	
New Primary	Picnic Facility Renovations	\$3,000.00	\$0.00	\$200,000.00	
Renovation Primary	Basketball Court Improvements	\$4,000.00	\$3,000.00	\$200,000.00	
New Support	Security Lighting	\$0.00	\$1,000.00	\$200,000.00	
New Support	Landscaping	\$0.00	\$1,500.00	\$200,000.00	
Renovation Support	Parking Improvements	\$0.00	\$5,000.00	\$200,000.00	

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

\* (required) Type ①

Renovation Support ▾

\* (required) Project Element ①

Parking Improvements

\* (required) Cost to be Paid with Grant Funds ①

\$0.00

\* (required) Cost to be Paid with Grant Match ⓘ

\$5,000.00

[Create New Project Element](#)

\*All work will be completed in accordance with the approved plans.

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

> **Evaluation**

> **Exhibit Upload**

> **Application Flags/Self Score Overview**

> **Submit for Consideration**

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Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

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## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

- > Create a New Grant Application
- > Existing Draft Applications
- > Project Elements
- ✓ Evaluation

### FRDAP Application Evaluation

#### Part II - Evaluation Criteria

In this section you will enter your evaluation responses. You must respond to both the General Criteria tab and project type criteria to enter evaluation responses.

The "Update" button must be selected at the end of each criteria section in order to save responses.

Please note, the exhibits indicated are to be uploaded to receive points for your responses. You will upload the exhibits in the "Exhibit Upload" section of this application.

If a question does not apply, it can be skipped.

General Criteria      DEVELOPMENT CRITERIA

#### 1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) (If undeveloped, state None). The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

See Exhibit G - Amenities List and Exhibit G - Conceptual Site Plan

(Label as Exhibit "G") (5 points, if undeveloped)

#### 2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 (/grants/s/frdap-ranking)) for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) (If developing trails, must have separate trails to receive separate points.

(Maximum 30 points)

Softball Field Improvements- 5 Points, Picnic Facility Renovations- 4 Points, Basketball Court Improvements- 4 Points, Security Lighting- 6 Points, Landscaping- 6 Points, Parking Improvements- 6 Points

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled "1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA". Use the table below to determine in which priority funding need ranking the project falls.

Second Highest Priority Funding Need (8 points) ▼

Name	Phone	Phone
Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

You must respond to every question on both tabs. Do not leave any questions blank.  
Click "Update" to save your responses for this tab.

Update

> Exhibit Upload

> Application Flags/Self Score Overview

> Submit for Consideration



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## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

- > Create a New Grant Application
- > Existing Draft Applications
- > Project Elements
- ✓ Evaluation

### FRDAP Application Evaluation

#### Part II - Evaluation Criteria

In this section you will enter your evaluation responses. You must respond to both the General Criteria tab and project type criteria to enter evaluation responses.

The "Update" button must be selected at the end of each criteria section in order to save responses.

Please note, the exhibits indicated are to be uploaded to receive points for your responses. You will upload the exhibits in the "Exhibit Upload" section of this application.

If a question does not apply, it can be skipped.

General Criteria      DEVELOPMENT CRITERIA

#### 1. CAPITAL IMPROVEMENT PLAN

A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency's city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. Project will not receive points if letter is not submitted and does not state the date CIP was adopted.

**-AND-**

2) A copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

**(20 points)**

Yes

-OR-

B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds? Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.

(10 points)

No

(Label as Exhibit "A")

## 2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA 2019 (Chapter 6 & 7)**. Provide quotations or other appropriate references with explanations to justify the correlation. To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

See Exhibit "B"

(Label as Exhibit "B") (4 points)

B. 2008 Relative Need Index by Region The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as proposed in the project cost on page 7 & 8 of this application:

(7 points)

### Select Need by Region ①

#### Available

- Region V IV / Trailer Camping
- Region V Nature Study
- Region V Baseball or Softball
- Region V Bicycle Riding - Unpaved Tr...
- Region V Outdoor Basketball
- Region V Soccer or Rugby
- Region V Horseback Riding

#### Selected

- Region III Baseball or Softball
- Region III Picnicking
- Region III Outdoor Basketball





**3. PUBLIC PARTICIPATION**

Indicate which of the following apply (Choose ALL that apply): (To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the previous 3 years of application and each of the three meetings must be held separately to receive each set of points. Meetings also must be held prior to the application submittal.)

A. A pre-advertised public meeting was held solely for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.

Yes

(Label as Exhibit "C-1") (10 points)

B.

The project was discussed at a regularly scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide a copy of the minutes of the advisory board meeting(s) where this project was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

Yes

(Label as Exhibit "C-2") (7 points)

C.

Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (minutes from the meeting which the project was discussed with date or thank-you letter from an organization, association, etc.) showing that presentations regarding this project were made to community organizations or groups **OR provide a copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

Yes

(Label as Exhibit "C-3") (4 points)

**4. OPERATION AND MAINTENANCE**

Capability to develop, operate and maintain the project site: (Check ONLY one):

Provide a brief description of how development, programming and maintenance will be provided and a copy of an agency organizational chart. Must provide both to receive points.

The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. (6 points)

(Label as Exhibit\_D)

**5. PARK PARTNERSHIP**

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity (within the current or past 3 years) in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the development/construction of this project with the applicant holding the leading management responsibility. The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services. (A management or maintenance agreement is not acceptable.)

No

(Label as Exhibit "E") (3 points)

**6. TRAIL CONNECTIVITY**

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.

Yes

(Label as Exhibit "C") (5 points)

You must respond to every question on both tabs. Do not leave any questions blank.  
Click "Update" to save your responses for this tab.

Update

- > Exhibit Upload
- > Application Flags/Self Score Overview
- > Submit for Consideration

**Instructions for Requesting a New Account**

Select the link below to contact the FRDAP team. When requesting a New Account, please provide the following information.

- Account Name
- Mailing Address
- FEID
- Website (if available)
- [Send an email to request new Account \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject=Account\)](mailto:FRDAP_Generic_Email@dep.com?subject=Account)

**Instructions for Requesting a New Contact**

Select the link below to contact the FRDAP team. When requesting a New Contact, please provide the following information.

- Contact Name
  - Contact Email Address
  - Contact Phone Number
  - Contact Mailing Address
  - Name of Account the Contact is Associated with
- 
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Contact"\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000



## Exhibit B

- A. Explain how the proposed project would address one or more of the issues or goals identified on the State Comprehensive Outdoor Recreation Plan.

Taylor County is a rural fiscally constrained County and is a designated Rural Area of Opportunity (RAO). As an underserved community, Taylor County is also a designated Rural Economic Development Initiative (REDI) area. The County is not requesting a REDI Waiver of Match due to the cost of the proposed project and the County's commitment to the project. The Taylor County Sports Complex Phase 7 project addresses the goals and priorities of the 2019 SCORP as well as expands opportunities in an underserved community.

### **SCORP 2019**

#### **Priority Area 1: Health and Well-being**

**Goal 1-1: Increase the promotion of active and healthy lifestyles in the outdoors.**

##### **Strategies of Goal 1-1:**

- 1. Recreation providers should work with appropriate agencies and organizations to deliver effective programming that boosts physical activity, promotes family-centric health and wellness and exposes youth to nature.**

**Goal 1-2: Increase the number of recreation facilities, programs and opportunities in urban areas and rural communities.**

##### **Strategies of Goal 1-2:**

**Local governments should seek funding to maintain and provide user-oriented facilities and programs in underserved communities.**

As the ONLY Sports Complex in Taylor County, the facility has a huge impact on the community. The Complex is heavily used year round by children and youth for general outdoor recreation and competitive sports which includes soccer, baseball a softball, basketball, and tennis. The proposed projects includes construction of an



additional softball field and much needed improvements to the basketball courts. Without past FRDAP funding assistance, as an underserved, fiscally constrained community, Taylor County would not have been able to provide the facilities which are currently at the Sport Complex or the proposed additional facilities and improvements. The County Recreation Department works closely with local children and youth sports organizations as well as the City of Perry to develop and manage numerous league sports programs as well as tournaments. The County works closely with the Health Department, Taylor County Chamber of Commerce, and Taylor County Tourism Development to provide health and wellness programs at the Complex as well as tourism and economic development activities such as tournaments.

To ensure the County is reaching out to all local children and youth organizations, Taylor County Recreational Advisory Committee meets monthly to address needs, ongoing development, and sports programming for the Complex. Currently, the softball field is used to capacity and the construction of an additional field will allow more children to participate in softball. In addition to the lack of fields for general league play, the County does not have enough fields to host tournaments and children and youth do not get to host and/or play in local tournaments. As a fiscally constrained community, the cost to travel to tournaments outside the County is prohibitive to many children making it impossible to participate. Per studies conducted by Stanford ([www.stanfordchildrens.org](http://www.stanfordchildrens.org)), participation in league sports is instrumental in social skills development, building self-confidence, goal setting, and self-discipline. Studies also reflect children perform better in school with a great sense of self-worth.

Access to physical and recreational opportunities and family-centric health and wellness activities is critical in Taylor County due to the high obesity rate in children at 39.3% per the Center for Disease Control and Prevention (CDC). The average in the State of Florida is 17.8% per [www.stateofchildhoodobesity.org](http://www.stateofchildhoodobesity.org). Obesity can lead to a poorer quality of life and serious health problems. Providing exercise and recreational opportunities and the programming thereof for local children and youth is essential to provide for a healthier, active lifestyle. In addition to children and youth, per [www.flhealthcharts.gov](http://www.flhealthcharts.gov), 68.1% of adults in the County are overweight or obese above the state average of 64.6%. 62.6% adults are considered inactive or insufficiently active. The additional softball field and basketball court improvements will allow for additional recreational opportunities for adults as well as children.



## **Priority Area 2: Public Access, Accessibility, and Connectivity**

**Goal 2-1: Promote the diversity of recreation participants through the development of inclusive and welcoming programs and facilities.**

**Goal 2-5: Promote local parks and trails, along with neighborhood and regional connectivity.**

### **Strategies of Goal 2-5:**

- 1. Local governments should identify by gaps in outdoor opportunities, including equal access to parks, then work to improve access and increase the number of parks, greenways and land and water trusts in urban areas and other underserved communities.**

Currently, the need for additional softball fields limit the number of children who can participate in league sports and tournaments. The per capita income in Taylor County is \$17,391, well below the Florida average of \$32,887. The income disparity makes travelling outside the County to participate in league and competitive sports unattainable in many cases. The new proposed softball field will allow additional children and youth to participate in softball at the Complex and increase inclusiveness. No child who wishes to participate will be excluded.

As a fiscally constrained County, one of economic concern, and a designated Rural Area of Opportunity (RAO) and REDI community, the construction of the additional softball field and other elements in the proposed scope of work will benefit an underserved community as per the Strategies of Priority Area 2 in the 2019 SCORP.

The Taylor County Sports Complex has direct connectivity to numerous nearby residential communities as well as direct connectivity to the City of Perry via the paved Taylor Greenway from the corner of Main Street in Perry along U. S. 19 to the Sports Complex. The Greenway provides a safe route of transportation in a well-lighted safe area for pedestrian and bicycle travel to the Complex. The County has made every effort to ensure connectivity to the Complex from the City of Perry and nearby residential communities.

**“Children live as they play – most importantly, in play children learn how to learn.”**

My Cubby



### **Priority Area 3: Economic Opportunities and Ecotourism**

**Goal 3-1: Promote the economic benefits of outdoor recreation and ecotourism in Florida.**

#### **Strategies of Goal 3-1:**

- 1. Agencies should prioritize planning, funding resources and opportunities towards Rural Areas of Opportunity to enable diversification of their economies and to promote outdoor recreation on their public lands.**

SCORP 2019

**“Directly and indirectly, outdoor recreation stimulates the economy through the purchase of equipment, access and user fees, accommodations, and numerous other travel related expenses.”**

SCORP P Chapter 5 Page 104

More than 95% of tourism in Taylor County is based on outdoor recreation. The Sports Complex has become an excellent asset in promoting tourism by hosting numerous baseball and soccer tournaments. Tournaments bring in a diversity of visitors – often from out of state- who spend two to three days in local hotels, eating establishments, and shopping at retail outlets. With an additional softball field, the County will be able to host larger tournaments which could accommodate 32 teams each weekend. With this, the County estimates this will bring in 1,000 visitors per day for each event. Multiple studies reflect each visitor will average spending \$75 per day in the community. This would have an economic impact of \$75,000 per day on a fiscally constrained community.

Taylor County has traditionally been dependent on recreational fishing, boating, and hunting for tourism. The Sports Complex has enabled the County to diversify and promote tourism through numerous events and tournaments at the Complex. The County has full-time staff to develop and promote the Complex as well as an Advisory Board. As a designated Rural Area of Opportunity, activities which can assist with economic development and tourism are critical to the local economy.

### **Priority Area 4: Resource Management and Stewardship**

**Goal 4-2: Support natural, historical, and cultural resource management to ensure high quality outdoor recreation experiences for Florida’s residents and visitors.**

The County spent a great deal of time preserving, highlighting, and enhancing the native habitat at the Sports Complex. Environmentally friendly, recycled materials have been used throughout the Complex when possible and will also be used when possible for Phase 7. The security lighting which will be added will be energy efficient. Phase 7 includes landscaping with native vegetation.

**“Outdoor recreation is essential to Florida’s prosperity and way of life.”**

Governor Ron DeSantis  
July 24, 2019 SCORP Plan Page 5

Taylor County’s tourism is primarily based on outdoor recreation. From recreational fishing and boating, to hunting, to hiking and biking, to tournaments at the Taylor County Sports Complex. The Sports Complex is quickly becoming a key asset to the County for tourism and economic development. Phase 7 will be instrumental in aiding with the continued development and outdoor recreational programming at the Complex. As a fiscally constrained, underserved county/community county, tourism growth is essential for prosperity in the community.

The Taylor County Sports Complex project meets the Goals and many of the Strategies outlined in the SCORP. The Sports Complex has without a doubt, fostered a sense of community and pride. The Complex was designed to provide physical and recreational activity as well as exposure to nature and native Florida habitat. With past FRDAP funding, the County has been able to develop the Complex in a series of Phases and “recreate” and increase outdoor opportunities for all citizens and will continue to do so in Phase 7 development.

**‘RECREATION SHOULD NOT BE THOUGHT AS A LUXURY, BUT RATHER A NECESSITY THAT IMPROVES OUR HEALTH AND LONGEVITY.’**

SCORP 2019 Chapter 5 Page 86



## **Exhibit "D"**

Taylor County has a full-time Recreation Manager and support staff. The Manager oversees daily operations at the Sports Complex as well as plans and schedules tournaments and events. The County has a labor crew who maintains and oversees landscaping and mowing. The County's Public Works and Solid Waste Management Departments provides assistance that may be needed for the maintenance of the roads and bridges, tree maintenance and removal, and the removal of any debris or trash that may be too large for the contract labor crews to dispose of.

County staff who will assist in the project construction and management, and grants administration have a great deal of experience. The County Engineer who will be providing oversight of the construction of the softball field has more than 25 years of engineering and project management experience and has been directly involved in the development of the Sports Complex since 2007. The County Administrator has more than 10 years project management experience with the County. The two grants staff members who will administer the grant and provide project oversight have 23 and 10 years' experience respectively with grants and project management.

An organizational chart is provided as an attachment to Exhibit D.



## Exhibit G

Current facilities and amenities at the site include:

- Baseball Fields
- Softball Fields
- Soccer Fields
- Tennis Courts
- Basketball Courts
- 1 ¼ mile Walking/Fitness/Nature Trail
- Playgrounds
- Picnic facilities
- Concession Stands
- Restrooms
- Adult Outdoor Fitness Stations
- Connection to Off-Site Trail System (Taylor Greenway)
- Nature Study Area
- Parking Facilities
- Maintenance Building
- Recreation Office

The Scope of Work in the proposed Phase 7 development at the Sports Complex includes:

- Renovation of the softball field portion of the Complex to include the construction of an additional softball field
- Construction of a picnic area
- Basketball Court renovation and improvements
- Security Lighting
- Landscaping
- Parking improvements

## Exhibit "P"

Taylor County Sports Complex is a 74 acre parcel located on U. S. 19 N, just outside the city limits of Perry. The parcel was purchased by the Taylor County Board of Commissioners in September of 2002 specifically to be developed into a much needed sports complex facility. In addition to developing the site to provide numerous recreational opportunities and amenities, a great deal of planning was put into resource protection preserving the many large Live Oaks located throughout the site and the blackwater stream and its associated habitat including large Cypress trees. A nature and walking trail with boardwalks is located in these areas and all other park development has been directed to other portions of the Complex to ensure there are no negative environmental impacts to the site. As the park has been developed, all new landscaping has been native Florida trees and vegetation. There are no known historical or cultural resources located at the site.

As a fiscally constrained County and a designated Rural Area of Opportunity (RAO), and Rural Economic Development Initiative (REDI) community, the Sports Complex has been developed over a 20 year period in a series of Phases as funding became available. The County has expended more than \$5M on developing the Sports Complex. The County's previously been awarded four FRDAP grants which assisted the County in developing the Complex. Funding assistance from FRDAP has been critical for the development of the site.

The Sports Complex has been developed to meet the needs of local citizens as well as to host tournaments and other events which would facilitate economic and tourism development. The Complex has the potential to be an excellent asset to the County for tourism development by hosting multiple day tournaments which will bring visitors staying two or more days to local hotels, and dining and retail establishments. There are no other public sports facilities in Taylor County other than two older baseball fields in the City of Perry and a small park (Southside Park) which only has a playground, picnic pavilion, and a basketball court. Currently, more than 1,200 children play league sports at the Complex. In addition to the financial commitment to construct and maintain the Sports Complex, the Board of Commissioners has a Recreation Department with full time staff hired specifically for the Complex. The County also formed and appointed Taylor County Recreation Advisory Board (TCRAB) to assist in the decision making process for the Complex and program development.

Current facilities and amenities at the site include:

- \* Baseball Fields with batting cages
- \* Softball Fields
- \* Soccer Fields
- \* Tennis Courts
- \* Basketball Courts
- \* 1 ¼ mile Walking/Fitness/Nature Trail
- \* Playgrounds
- \* Picnic facilities
- \* Concession Stands
- \* Restrooms
- \* Adult Outdoor Fitness Stations
- \* Connection to Off-Site Trail System (Taylor Greenway)
- \* Nature Study Area
- \* Parking Facilities
- \* Maintenance Building
- \* Recreation Office

The Scope of Work in the proposed Phase 7 development at the Sports Complex includes:

- a. Renovation of the softball field portion of the Complex to include the construction of an additional softball field
- b. Construction of a picnic area near the softball fields
- c. Basketball Court renovation and improvements
- d. Security Lighting
- e. Landscaping with native Florida vegetation
- f. Parking improvements

Though the County is eligible to request a Waiver of Match as a REDI designated community, the County has committed to a match of \$200,000 for the project as the additional softball field will enable the County to host larger scale tournaments thus promoting tourism development as well as ensure there are an adequate number of fields and facilities to ensure all children who wish to participate in sports and recreational activities at the Complex have the opportunity to do so.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**Board to approve Grant Application and support documents required for the submission of a grant requesting funding assistance in the amount of \$200,000 for Taylor County Sports Complex for the 2023-2024 Florida Recreation Development Assistance Program (FRDAP) funding cycle.**

**MEETING DATE REQUESTED:**

**August 16, 2022**

**Statement of Issue:** Requesting Board approval of Grant Application and support documents to the 2023-2024 FRDAP funding cycle requesting funding assistance for the continued development at Taylor County Sports Complex.

**Recommended Action:** Approval of Grant Application and support documents.

**Fiscal Impact:** The County will be submitting a grant application in the amount of \$200,000 (the maximum grant amount) and will be providing a match of \$200,000 if the grant is awarded.

**Budgeted Expense: Y/N** If the County is awarded a grant, the project will not need to be budgeted until July 2023. The match would not be required until County FY 2023-2024.

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

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Two public hearings have been held to receive public input as to the grant submission to the FRDAP program for additional improvements to Taylor County Sports Complex. The proposed project includes: construction of a softball field, improvements to the basketball courts, parking improvements, landscaping, installation of a picnic area near the softball fields, and installation of security lighting. The County had previously received funding assistance for five prior phases of the development of the Sports Complex. If awarded a grant, the County will have three years to complete the project.

**Attachments:** Grant Application with support documents.





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Financial Project Number(s): (Item-segment-phase-sequence) <b>431357-2-94-23</b>	Fund(s):  Work Activity Code/Function: <b>215</b> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <b>N/A</b> Federal Award Date: <b>N/A</b> Agency SAM/UEI Number:	DPTO  FLAIR Category: <b>088719</b> Object Code: <b>740100</b> Org. Code: <b>55022020228</b> Vendor Number: <b>VF596000879004</b>
Contract Number: <b>G2B85</b> CFDA Number: <b>N/A</b> CFDA Title: <b>N/A</b> CSFA Number: <b>N/A</b> CSFA Title: <b>N/A</b>		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 9/2/2022 | 8:42 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

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



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- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
 — \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of  or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.



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**9. Project Cost:**

- a. The estimated total cost of the Project is \$95,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$9,500 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
  
☒ Travel expenses are NOT eligible for reimbursement under this Agreement.  
  
☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.



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- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.



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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", **Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", **Project Description and Responsibilities**, and as set forth in Exhibit "B", **Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



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in writing by the Department. Specific unallowable costs may be listed in Exhibit "A", Project Description and Responsibilities.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make



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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:



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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
- i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
- i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any



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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an



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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (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 the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial



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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.



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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.



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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of



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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,



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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in



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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY: Taylor County

By: Thomas Demps

Name: Thomas Demps

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: James Knight

9/2/2022 | 8:42 AM EDT

3B010E6B2C5344C...

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
 Legal Review:

DocuSigned by:

Angela Hensel

8/31/2022 | 3:20 PM EDT

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## Certificate Of Completion

Envelope Id: 0C0E5E3E390E411ABD04D5F1437225BB

Status: Completed

Subject: Please DocuSign: G2B85\_PTGA\_Perry-Foley\_Wildlife\_Hazard\_Plan.pdf

Contract Number (ex. C9A12, optional): G2B85

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 431357-2

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 39

Signatures: 8

Envelope Originator:

Certificate Pages: 2

Initials: 0

Donna Whitney

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

donna.whitney@dot.state.fl.us

IP Address: 156.75.252.6

## Record Tracking

Status: Original

Holder: Donna Whitney

Location: DocuSign

8/31/2022 8:01:28 AM

donna.whitney@dot.state.fl.us

## Signer Events

Donna Whitney

donna.whitney@dot.state.fl.us

Florida Department of Transportation

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Donna Whitney*  
408C94B15264473

## Timestamp

Sent: 8/31/2022 8:08:38 AM

Viewed: 8/31/2022 8:08:53 AM

Signed: 8/31/2022 8:09:02 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.252.6

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kyle Coffman

Kyle.coffman@dot.state.fl.us

Freight & Logistics Supervisor

Florida Department of Transportation

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Kyle Coffman*  
2044A8CD2370488

Sent: 8/31/2022 8:09:05 AM

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Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.252.6

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Angela Hensel

angela.hensel@dot.state.fl.us

District Legal Counsel

Florida Department of Transportation

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Angela Hensel*  
0D-297CB170D4C2

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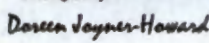
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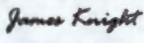
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Using IP Address: 156.75.252.6

**Electronic Record and Signature Disclosure:**  
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Signer Events	Signature	Timestamp
Doreen Joyner-Howard doreen.joyner-howard@dot.state.fl.us Modal Development Manager Florida Department of Transportation Security Level: Email, Account Authentication (None)	DocuSigned by:  0367191B36064A5  Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 8/31/2022 3:20:48 PM Viewed: 9/1/2022 11:09:44 AM Signed: 9/1/2022 11:09:55 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

James Knight james.knight@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None)	DocuSigned by:  3B010E9B2C5344C  Signature Adoption: Pre-selected Style Using IP Address: 99.184.74.142	Sent: 9/1/2022 11:09:58 AM Viewed: 9/2/2022 8:42:00 AM Signed: 9/2/2022 8:42:19 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/31/2022 8:08:38 AM
Certified Delivered	Security Checked	9/2/2022 8:42:00 AM
Signing Complete	Security Checked	9/2/2022 8:42:19 AM
Completed	Security Checked	9/2/2022 8:42:19 AM
Payment Events	Status	Timestamps

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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airport Wildlife Hazard Management Assessment & Plan

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees and survey costs. It includes all equipment, labor, and incidentals required to complete the project in accordance with FAA Advisory Circular (AC) 150/5200-33B, Hazardous Wildlife Attractants On or Near Airports. Wildlife Biologist(s) will be qualified in accordance with FAA AC 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Airport Wildlife Hazard Management Assessment & Plan

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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



Taylor County, Florida  
108 N Jefferson St  
Perry, Florida 32347

March 21, 2022

Mr. Stephen Wilson, Planner  
Federal Aviation Administration  
Orlando Airports District Office  
SouthPark Building  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819

Dear Mr. Wilson,

Subject: Perry Foley Airport; Perry, Florida  
FY 2023 Airport Improvement Program

In accordance with the Airport Improvement Program (AIP), enclosed please find the 2023 AIP pre-application for the following project:

**Airport Wildlife Hazard Management Program**

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

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - Description and Justification (scope of work for planning or environmental projects)
  - Project Funding
  - Project Cost Estimate
  - Project Preliminary Checklist
  - Proposed Project Schedule
  - Project Scope
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting federal participation in the project total which is \$95,000.00. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project.

Sincerely,

Ms. LaWanda Pemberton  
County Administrator



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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431357-2-94-23	DPTO	088719	2023	740100	N/A	N/A	\$9,500.00
431357-2-94-23	FAA	088719	2023	740100	N/A	N/A	\$85,500.00
<b>Total Financial Assistance</b>							<b>\$95,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$9,500.00	\$0.00	\$85,500.00	\$95,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$9,500.00</b>	<b>\$0.00</b>	<b>\$85,500.00</b>	<b>\$95,000.00</b>			

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

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

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

Donna Whitney

Department Grant Manager Name

DocuSigned by:

Donna Whitney

8/31/2022 | 8:09 AM EDT

Signature 486C94B15264473...

Date



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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.



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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or



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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.



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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



JAMIE ENGLISH  
District 1JIM MOODY  
District 2MICHAEL NEWMAN  
District 3PAM FEAGLE  
District 4THOMAS DEMPS  
District 5

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

### RESOLUTION

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

#### **PERRY FOLEY AIRPORT'S Wildlife Hazard Management Assessment & Plan Financial Project No: 431357-2-94-23**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$95,000, FDOT will be funding a maximum of \$9,500 and the Federal Aviation Administration (FAA) is funding \$85,500 of the project cost as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

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

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Public Transportation Grant Agreement with the **State of Florida Department of Transportation**;
2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI); **(\$9,500 FDOT & \$85,500 FAA)**
3. The Chairman, Thomas Demps, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Thomas Demps, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

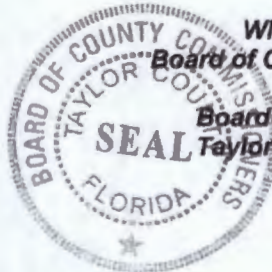
**WITNESSETH:** Adopted the 16th day of August 2022 in Regular Session by the *Taylor County Board of Commissioners*.

**Board of County Commissioners  
Taylor County, Florida**

By: Thomas Demps  
Thomas Demps, Chairperson

Attest:

Gary Knowles  
Gary Knowles, Clerk





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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning



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**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-80, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

### c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

#### d. Department Requirements

- **Eight Steps of Building a New Airport**
- **Florida Airport Revenue Use Guide**
- **Florida Aviation Project Handbook**
- **Guidebook for Airport Master Planning**
- **Airport Compatible Land Use Guidebook**

**2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

### a. Federal Requirements

- **FAA AC 70/7460-1, Obstruction Marking and Lighting**
- **FAA AC 150/5300-13, Airport Design**
- **FAA AC 150/5370-2, Operational Safety on Airports During Construction**
- **FAA AC 150/5370-10, Standards for Specifying Construction of Airports**

### **b. Local Government Requirements**

- **Local Building Codes**
- **Local Zoning Codes**

### c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

**3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

### a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

### b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions



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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall 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 and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**



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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.



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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency 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.



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- 2) The Agency 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.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency



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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).



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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.



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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency 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 Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.



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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**EXHIBIT F**

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

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

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

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

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

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



To: Donna.Whitney@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2B85

8/29/2022

### CONTRACT INFORMATION

<b>Contract:</b>	G2B85
	GD - GRANT DISBURSEMENT (GRANT)
	G - GOVERNMENTAL AGENCY (287.057, F.S.)
<b>Vendor Name:</b>	TAYLOR COUNTY
	F596000879004
	08/26/2022
	09/30/2025
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$9,500.00
<b>Description:</b>	Perry-Foley Apt Wildlife Hazard Management Assessment & Plan

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/29/2022

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55022020228
<b>Expansion Option:</b>	A1
<b>Object Code:</b>	740100
<b>Amount:</b>	\$9,500.00
<b>Financial Project:</b>	43135729423
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2023
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088719/23
<b>Amendment ID:</b>	0001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (8s)/Status:</b>	0001/04

**Total Amount: \$9,500.00**

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

Board to review and approve the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and Resolution in the amount of \$9,500 for Financial Project Number 431357-2-94-23 which is for the Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan.

**MEETING DATE REQUESTED:****August 16, 2022****Statement of Issue:**

The Board to approve the FDOT Public Transportation Grant Agreement (FP 431357-2-94-23) and required Resolution for the Perry- Foley Airport's Wildlife Hazard Management Assessment & Plan.

**Recommended Action:**

Approve the FDOT Public Transportation Grant Agreement and Resolution.

**Fiscal Impact:**

The Grant Agreement is in the amount of \$9,500. The project has an estimated cost of \$95,000, FAA is funding \$85,500 and FDOT is funding the remainder of the project. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) program. No match will be provided by the County.

**Budgeted Expense: Y/N**

Will be budgeted FY 2022-2023. There is no match required for this grant.

**Submitted By:****Melody Cox****Contact:****Melody Cox****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:**

The Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan has an estimated cost of \$95,000. The County has received and executed an FAA grant in the amount of \$85,500. The FDOT grant will fund the remainder of the project. The project is 100% grant funded. The grant funds are to be expended by September 30, 2025.

**Attachments:**

FDOT Public Transportation Grant Agreement and Resolution.





***Florida Department of Transportation***

**RON DESANTIS  
GOVERNOR**

1109 South Marion Avenue, MS 2018  
Lake City, Florida 32025

**JARED W. PERDUE, P.E.  
SECRETARY**

September 2, 2022

Mr. Ward Ketring  
Perry-Foley Airport  
401 Industrial Park Dr.  
Perry, FL 32348

SUBJECT: Public Transportation Grant Agreement (PTGA)  
Financial Project No. 431357-2; Contract No. G2B85  
Wildlife Hazard Management Assessment & Plan

Dear Mr. Ketring,

Please see the attached fully executed Public Transportation Grant Agreement which covers the Wildlife Hazard Management Assessment & Plan at Perry-Foley Airport.

The sponsor is responsible for complying with all terms of the PTGA as well as the program specific assurances shown in Exhibit "E" to remain eligible for FDOT aviation funding. Additionally, the sponsor is required to request and receive Notice to Proceed (NTP) from FDOT prior to commencing any construction activities associated with the project. Construction phase work performed prior to issuance of NTP is not subject to reimbursement. FDOT's issuance of NTP will be contingent upon all required submittals being submitted and approved in the JPM checklist within the Florida Aviation Database.

Should you require additional information or a meeting with Department representatives please contact me at (386) 961-7377.

Sincerely,

*Donna Whitney*

Donna Whitney  
District Aviation Coordinator



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Financial Project Number(s): (Item-segment-phase-sequence) <b>441953-1-94-23</b>	Fund(s): Work Activity Code/Function: <b>215</b> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <b>N/A</b> Federal Award Date: <b>N/A</b> Agency SAM/UEI Number:	DPTO	FLAIR Category: <b>088719</b> Object Code: <b>751000</b> Org. Code: <b>55022020228</b> Vendor Number: <b>VF596000879004</b>
Contract Number:			
CFDA Number: <b>N/A</b>			
CFDA Title: <b>N/A</b>			
CSFA Number: <b>55.004</b>			
CSFA Title: <b>Aviation Grant Program</b>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Perry-Foley Airport Design & Rehab Apron. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

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



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- ☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.



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**9. Project Cost:**

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.



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- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", **Program Specific Terms and Conditions** attached to and incorporated into this Agreement.



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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make



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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:



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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any



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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an



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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (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 the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial



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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.



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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.



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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of



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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,



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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in



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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Taylor County

By: Thomas Dempo

Name: Thomas Dempo

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:  
\_\_\_\_\_

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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Rehab Apron

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, aircraft tie downs, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Design & Rehab Apron

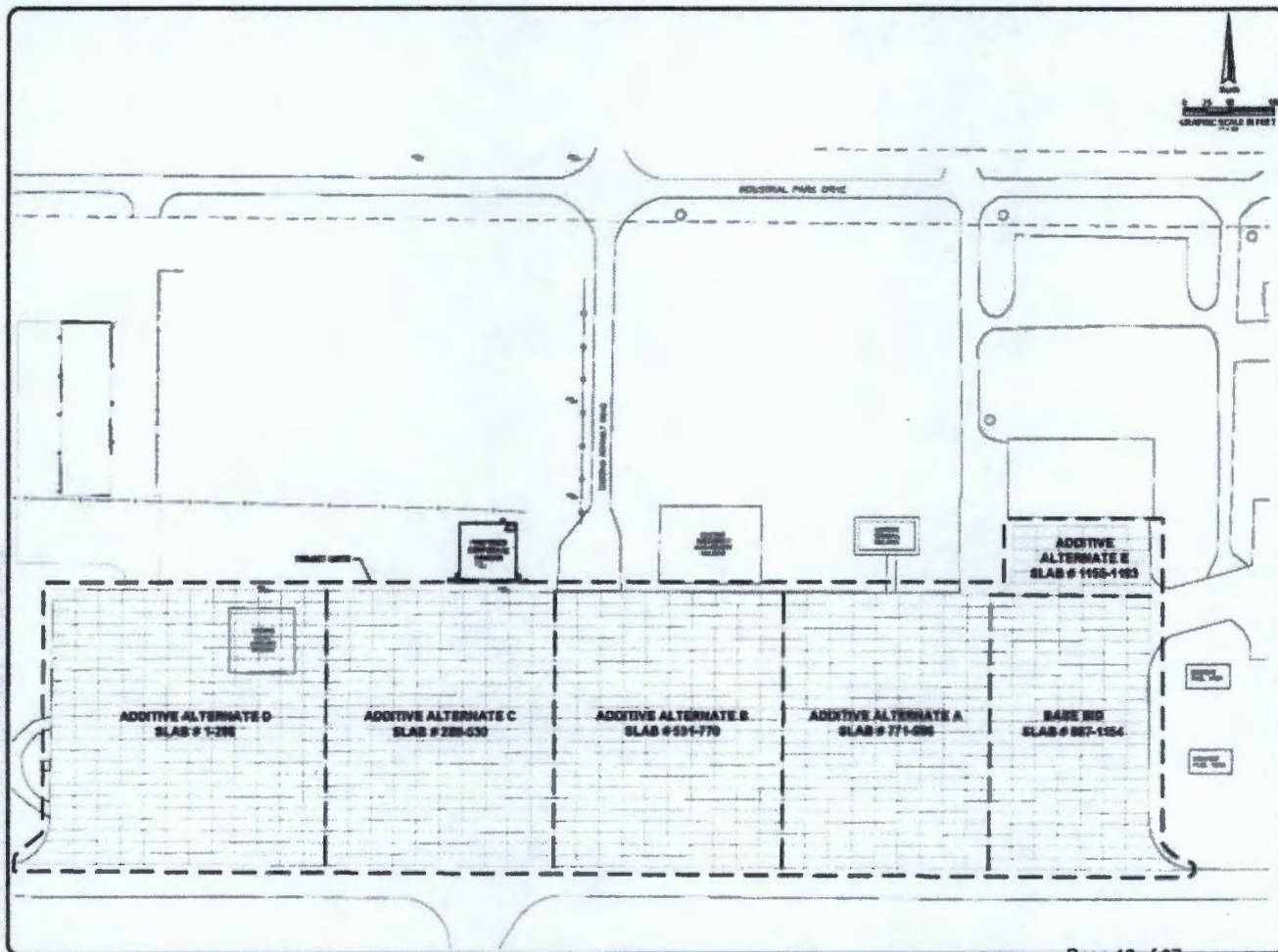
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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





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**AVCON**

AVCON, INC.  
AERIAL PHOTOGRAPHY & SURVEYING  
1000 W. 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
(303) 733-1100

DESCRIPTION OF WORK  
THIS WORK IS TO BE  
PERFORMED BY THE  
CONTRACTOR.

NOTES:  
1. THE CONTRACTOR SHALL  
BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY  
PERMITS AND APPROVALS  
FROM THE APPROPRIATE  
AGENCIES.

PERRY - FOLEY AIRPORT

CONCRETE APRON  
REHABILITATION

ALTERNATE PLAN

REVISIONS  
NO. DATE BY DESCRIPTION

NO.	DATE	BY	DESCRIPTION

RELEASE FOR BID

REVISIONS BY: J.L.C.  
NOTED BY: J.A.B.  
CHECKED BY: J.L.C.  
APPROVED BY: M.C.J.  
DATE: MAY 2005

AVCON PROJECT CT 04 2005 10001

SHEET NUMBER

**G16**

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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441953-1-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$1,000,000.00
<b>Total Financial Assistance</b>							<b>\$1,000,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date



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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.



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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or



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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,



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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.



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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning



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- b. Florida Administrative Code (FAC)**
    - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
    - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
    - Section 62-256.300, FAC, Open Burning, Prohibitions
    - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
  - c. Local Government Requirements**
    - Airport Zoning Ordinance
    - Local Comprehensive Plan
  - d. Department Requirements**
    - Eight Steps of Building a New Airport
    - Florida Airport Revenue Use Guide
    - Florida Aviation Project Handbook
    - Guidebook for Airport Master Planning
    - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
    - FAA AC 70/7460-1, Obstruction Marking and Lighting
    - FAA AC 150/5300-13, Airport Design
    - FAA AC 150/5370-2, Operational Safety on Airports During Construction
    - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
  - b. Local Government Requirements**
    - Local Building Codes
    - Local Zoning Codes
  - c. Department Requirements**
    - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    - Manual on Uniform Traffic Control Devices
    - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
    - Standard Specifications for Construction of General Aviation Airports
    - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
    - National Environmental Policy of 1969
    - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
    - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
  - b. Florida Requirements**
    - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
    - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
    - Section 286.23, F.S., Public Business: Miscellaneous Provisions



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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall 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 and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**



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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.



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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency 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.



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- 2) The Agency 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.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency



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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).



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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.



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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency 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 Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**



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**EXHIBIT F**

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

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

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

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

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

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$1,000,000

\*The award amount may change with amendments

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

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

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

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





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

### RESOLUTION

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

#### **PERRY FOLEY AIRPORT Design & Rehab Apron Financial Project No: 441953-1-94-23**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$1,000,000, FDOT will be funding a maximum of \$1,000,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

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

**NOW THEREFORE**, be it resolved, as follows:

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

**WITNESSETH:** Adopted the 16th day of August 2022 in Regular Session by the **Taylor County Board of Commissioners**.

Board of County Commissioners  
Taylor County, Florida

By: Thomas Demps  
Thomas Demps, Chairperson

Attest: Gary Knowles  
Gary Knowles, Clerk



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and Resolution in the amount of \$1,000,000 for Financial Project Number 441953-1-94-23 which is for the Perry-Foley Airport Design and Rehab Apron project.

**MEETING DATE REQUESTED:**

August 16, 2022

**Statement of Issue:** The Board to approve the FDOT Public Transportation Grant Agreement (FP 441953-1-94-23) and required Resolution for the Perry-Foley Airport Design and Rehab Apron project.

**Recommended Action:** Approve the FDOT Public Transportation Grant Agreement and Resolution.

**Fiscal Impact:** The Grant Agreement is in the amount of \$1,000,000. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) program. No match will be provided by the County.

**Budgeted Expense: Y/N** Will be budgeted FY 2022-2023. There is no match required for this grant.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Perry-Foley Airport Apron Rehab project has an estimated cost of \$1,000,000 and will be 100% funded by the FDOT grant. The grant funds are to be expended by September 30, 2025.

**Attachments:** FDOT Public Transportation Grant Agreement and Resolution.