

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**MONDAY, AUGUST 28, 2023**

**12:00 P.M.**

**201 E. GREEN STREET**

**TAYLOR COUNTY ADMINISTRATIVE COMPLEX**

**OLD POST OFFICE**

THE CHAIR CALLED THE **SPECIAL EMERGENCY** MEETING TO ORDER AT 12:00 P.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

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

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CO ADMINISTRATOR	LAWANDA PEMBERTON	IN PERSON	ALL
ASST CO ADMIN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
EMERGENCY MANG	JOHN LOUK	IN PERSON	ALL
GRANTS WRITER	MELODY COX	CALL IN	PARTIAL
COUNTY FIRE CHIEF	DAN CASSEL	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

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

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

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

**3. APPROVAL OF AGENDA:**

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

4. **THE BOARD TO CONSIDER APPROVAL OF LETTER OF ENGAGEMENT BETWEEN TAYLOR COUNTY AT KETCHAM APPRAISAL GROUP, INC. FOR THE YELLOW BOOK APPRAISAL FOR THE POSSIBLE ACQUISITION OF THE 3.95 ACRE SITE KNOWN AS SPRING WARRIOR, AS AGENDAED BY MELODY COX, GRANTS WRITER.**

COUNTY ADMINISTRATOR- AFTER SPEAKING WITH KETCHAM APPRAISAL GROUP, THEY HAVE STANDARD TERMS AND CONDITIONS AND THEY WILL NOT MAKE ANY CHANGES AND OR ALTER THE AGREEMENT OF THE TERMS AND CONDITIONS. SO, WE CAN GO WITH THE SECOND QUOTE.

MOTION TO LOOK AT THE SECOND QUOTE FOR THIS PROJECT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**5. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQUESTING FUNDING ASSISTANCE FOR PHASE 2 OF THE REHABILITATION OF SOUTHSIDE PARK, AS AGENDAED BY THE GRANTS WRITER.**

GRANTS WRITER- WE HAVE REQUESTED A WAIVER OF MATCH, SO THERE WILL BE NO COST TO THE BOARD.

MOTION TO APPROVE 2024-2025 FRDAP GRANT FOR PHASE 2 OF THE REHABILITATION OF SOUTHSIDE PARK

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

6. **THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE REHABILITATION AND IMPROVEMENTS TO TAYLOR COUNTY HORSEMAN’S ARENA LOCATED AT FOREST CAPITAL HALL, AS AGENDAED BY THE GRANTS WRITER.**

GRANTS WRITER- WE HAVE REQUESTED A WAIVER OF MATCH, SO THERE WILL BE NO COST TO THE BOARD.

MOTION TO APPROVE 2024-2025 FRDAP GRANT FOR PHASE 2 OF THE REHABILITATION AND IMPROVEMENTS TO TAYLOR COUNTY HORSEMAN’S ARENA.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**7. THE BOARD TO CONSIDER DECLARING A LOCAL STATE OF EMERGENCY FOR TROPICAL STORM IDALIA.**

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER MOODY, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE.

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION BY TITLE.

EMERGENCY MANAGEMENT- FORECASTED TO BE A CATEGORY THREE OR HIGHER WITH STORM SURGE UP TO 11 FEET ABOVE GROUND LEVEL. WE HAVE PUT OUT NOTICES AND MANDATORY EVACUATIONS FOR MOBILE HOMES AND RV'S COUNTYWIDE. WE WILL HAVE A SHELTER OUTSIDE OF THE COUNTY, THEN HOST A SHELTER AFTER THE STORM. AT 2PM, WE WILL DO A DOOR TO DOOR ADVISORY TO EVACUATE. EMERGENCY SERVICES WILL NOT BE AVAILABLE AFTER 45 MPH WINDS AND OUR HIGHWATER VEHICLES ARE ONSITE AND READY TO GO. OUR NEXT MEETING WILL BE AT 2:30 PM AND AGAIN AT 5:15 PM.

CHAIRMAN- IS THIS SIMILAR TO THE NO NAME STORM?

EMERGENCY MANAGEMENT- YES, THIS IS EQUAL TO THE NAME STORM.

MOTION TO DECLARE LOCAL STATE OF EMERGENCY DUE TO TROPICAL STORM IDALIA.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**8. THE BOARD TO CONSIDER APPROVAL OF PRIMARY DEBRIS MONITORING AGREEMENT WITH WITT O'BRIEN'S AND SECONDARY DEBRIS MONITORING AGREEMENT WITH THOMPSON CONSULTING SERVICES, AS AGENDAED BY JOHN LOUK, EMERGENCY MANAGEMENT DIRECTOR.**

EMERGENCY MANAGEMENT DESCRIBED THE DIFFERENCE BETWEEN DEBRIS MONITORING AND DEBRIS MANAGEMENT.

MOTION TO APPROVE PRIMARY DEBRIS MONITORING AGREEMENT WITH WITT O'BRIEN'S AND SECONDARY DEBRIS MONITORING AGREEMENT WITH THOMPSON CONSULTING SERVICES.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**9. THE BOARD TO CONSIDER APPROVAL OF PRIMARY DEBRIS MANAGEMENT AGREEMENT WITH CERES AND SECONDARY DEBRIS MANAGEMENT AGREEMENT WITH CROWDER GULF, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.**

MOTION TO APPROVE PRIMARY DEBRIS MANAGEMENT AGREEMENT WITH CERES AND SECONDARY DEBRIS MANAGEMENT AGREEMENT WITH CROWDER GULF.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:



**10. THE BOARD TO CONSIDER APPROVAL OF PARTICIPATION IN THE FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) TO STREAMLINE THE PUBLIC ASSISTANCE PROCESS THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.**

COMMISSIONER FEAGLE- WILL THERE BE ANY COST TO PARTICIPATE?

EMERGENCY MANAGEMENT- THERE WILL BE NO COST.

MOTION TO APPROVE PARTICIPATION IN THE FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) TO STREAMLINE THE PUBLIC ASSISTANCE PROCESS THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**11. THE BOARD TO DISCUSS WORKSHOP AND SPECIAL MEETING SCHEDULED FOR AUGUST 29, 2023.**

COUNTY ADMINISTRATOR- REQUEST PERMISSION TO RESCHEDULE THE WORKSHOP AND SPECIAL MEETING FOR AUGUST 29, 2023.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

## 12. THE BOARD TO DISCUSS COUNTY OPERATIONS.

COUNTY ADMINISTRATOR- WE WILL BE CLOSING THE COUNTY OFFICES DUE TO THE STORM, AS WELL AS THE SCHOOL ON TUESDAY AND WEDNESDAY.

COMMISSIONER FEAGLE-WE COULD CLOSE ON TUESDAY AND WEDNESDAY AND REOPEN ON THURSDAY AND FRIDAY.

UNDERSHERIFF, MARTY TOMPKINS- I WOULD RECOMMEND ALL DAY TUESDAY THROUGH THURSDAY.

MOTION TO CLOSE COUNTY OFFICES WEDNESDAY AND THURSDAY.

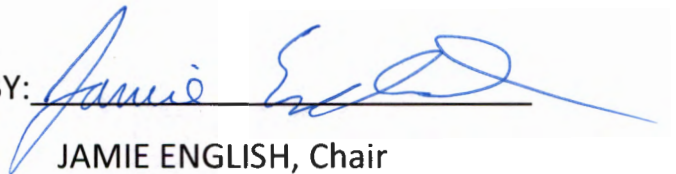
Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps		X	X			

MOTION CARRIED BY UNANIMOUS VOTE.

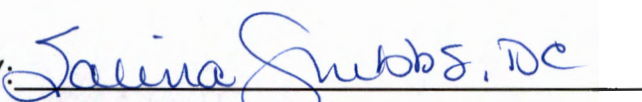
ATTACHMENTS:

THE HOUR BEING APPROXIMATELY 1:47 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER DEMPS, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY:   
JAMIE ENGLISH, Chair

ATTEST:

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**Board to consider approval of grant application to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for Phase 2 of the rehabilitation of Southside Park.**

**MEETING DATE REQUESTED:**

**August 29, 2023**

**Statement of Issue:** Board to consider approval of grant application to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for Phase 2 of the rehabilitation of Southside Park.

**Recommended Action:** Approve Grant Application

**Fiscal Impact:** The County will be submitting a grant application in the amount of \$124,830 and is requesting a waiver of match using the Rural Economic Development Initiative (REDI) waiver.

**Budgeted Expense:** Y/N Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Two public hearings were held to receive public input as to the grant submission to the FRDAP program for the rehabilitation of Southside Park Phase 2. The County had previously received a \$50,000 FRDAP grant for Phase 1 of Southside Park rehabilitation that was closed out in April 2023.

**Attachments:** Grant Application and REDI Waiver



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: \_\_\_\_\_

Postmarked: \_\_\_\_\_

Application Number: \_\_\_\_\_

1. APPLICANT INFORMATION

A. Name of Applicant: Taylor County Board of County Commissioners

B. Federal Employer Identification Number: \*\* 59-6000879

**\*\* (This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: 21,815

D. Current Operating Budget: \$ 73,803,339 for entire County Budget  
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: Melody Cox Title: Grants Writer  
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 201 E. Green Street

City/State: Perry, Florida Zip Code: 32347

Telephone : ( ) 850-371-0377 E-mail: melody.cox@taylorcountygov.com

FAX: 850-838-3501

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.

Signature of City or County Manager/Title  
DRP-106 (Effective 06-05-2015)

08/29/2023  
Date  
Page 1 of 28

## 2. PROJECT INFORMATION

A. Name of Project: Southside Park Phase 2

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition: ☐

Development: ☒

☒ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

Trail Construction: ☐

☐ On land owned by applicant

☐ On land currently under site control 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.**

**(Tab as Exhibit "N")**



**C. PROJECT LOCATION:**

Street Address: 667 Plantation Road

City: Perry County: Taylor Zip Code: 32348 -

GIS Coordinates: Latitude: 30.09252 Longitude: -83.57005

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

**(Tab as Exhibit "K")**

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

**(Tab as Exhibit "L")**

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

**(Tab as Exhibit "M")**

**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: Corey Simon Senate District Number: 3

State Representative: Jason Shoaf House District Number: 7

**E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 2.83**



**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.

See Exhibit "P"

- (b) Indicate if a natural spring is located on project site:

☐ Yes ☒ No

- (c) Indicate if there is public access to the park either through an existing street or easement:

☒ Yes ☐ No

Describe Public Access:

Southside Park can be accessed by the public 7 days a week at the entrance located on Plantation Road in Perry, Florida.

(If additional room needed - Tab as Exhibit "P")

**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.

(If additional room needed - Tab as Exhibit "P")

### 3. 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 \$ 124,830.00

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ \_\_\_\_\_

2. In-Kind: Line C \$ \_\_\_\_\_

3. Land Value: Line D \$ \_\_\_\_\_

**If property is developed, land value CANNOT be used as a match.**

Total Local Match: Line E \$ 0.00  
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 124,830.00

**Sum of Lines A and E**  
**(Should not total more than \$400,000)**

**(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at [http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm](http://dep.state.fl.us/lands/Land%20and%20Recreation/Land%20Recreation.htm)).  
(Tab as Exhibit "O")**

**D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):**

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

**Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.**

**DEVELOPMENT PROJECTS:**

**PRIMARY RECREATION AREAS AND FACILITIES:** Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

**SUPPORT FACILITIES AND IMPROVEMENTS:** Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

**ACQUISITION PROJECTS:**

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

**(Tab as Exhibit "H")**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT BUDGET DETAIL**

**Project Name:** Southside Park Phase 2

**Grantee Name:** Taylor County Board of County Commissioners

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.

**Project Tasks, Deliverables and Required Documentation**

<b>Task #1: Development of: <u>Southside Park Phase 2</u></b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
<b><u>(List each Primary project element)</u></b>	<b>Provide Budget Detail</b>	<b>Provide Budget Detail</b>	
Pickleball Courts Including Fencing (2) (New)	\$98,280		Project Completion Certification
Playground Improvements (Adaptive Swings)	\$3,850		Final as-built site plan
Picnic Facility (New)	\$1,500		Florida Recreation and Parks Inventory Form
			Color Photographs of Project
			Notice of Limitation of Use
			Boundary Survey





## **INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

**DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED:** Identify ALL elements that will be completed under this Agreement.

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

**MATCH AMOUNT TO BE CLAIMED:** The same level of detail must be provided for match as for reimbursement.

**DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION:** All of these deliverables must be submitted before final reimbursement can be processed.

**Completion Documentation required prior to Reimbursement**

## PART II — EVALUATION CRITERIA

### GENERAL 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 ☐ No

--- 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)

☐ Yes ☐ No

(Tab 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-2008 (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.

(Tab as Exhibit "B") (4 points)

See Exhibit "B"

**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)

- ☐ I Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- ☐ II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- ☒ III Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding - Unpaved Trails
- ☐ IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- ☐ V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- ☐ VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- ☐ VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- ☐ VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor  
Swimming Pool Use Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor  
Tennis \* Soccer or Rugby
- ☐ IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming  
Pool Use Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \*  
Historical or Archaeological Sites
- ☐ X Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \*  
Outdoor Tennis Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping  
\* Soccer or Rugby





Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities \* Outdoor Tennis \* Golf \* Outdoor Basketball \* Saltwater Non-Boat Fishing \* RV / Trailer Camping



### 3. PUBLIC PARTICIPATION

Indicate which of the following apply (Check 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.**

(Tab 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.**

(Tab 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.

(Tab 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. **(Tab as Exhibit "D") (6 points)**
- ☐ The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (4 points)**
- ☐ The applicant has other means of providing facility development, programming and maintenance. **(Tab as Exhibit "D") (2 points)**

#### 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.)**

☐ Yes ☒ No

**(Tab 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 ☐ No

**(Tab as Exhibit "G") (5 points)**

## DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

### 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.**

(Tab as Exhibit "G") (5 points, if undeveloped)

- \* Playground
- \* Picnic Pavilion Facility
- \* Basketball Courts
- \* Parking Facility
- \* Fencing
- \* Sidewalks
- \* Security Lighting
- \* Landscaping

### 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 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)

New Pickleball Courts with Fencing (2)	4 Points
Playground Improvements (Adaptive Swings)	6 Points
New Picnic Facility	4 Points
Parking Facility Improvements	6 Points
New Security Lighting	6 Points
Landscaping	6 Points
Nature Study Kiosk and Signage	2 Points (Other)

TOTAL 34 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. (Check **ONLY one**):

☐ Highest Priority Funding Need (13 points)

☒ Second Highest Priority Funding Need (8 points)

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

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Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

## **ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)**

### **1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for 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, will receive these points. (Priority ranked index clusters are attached as pages 22-26.)

**(15 points)**

### **2. NEEDED RECREATIONAL ACREAGE**

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. **Provide the following:**

A. ☐ Needed acres/Person and ☐ Total Acreage Under Local Control

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

**(Tab as Exhibit "F") (15 points)**

### 3. CAPITAL IMPROVEMENT PLAN

A) Is the proposed **development** of the property identified in the applicant's capital improvement plan (CIP) or schedule during the current or next three (3) fiscal years?

- 1). **Provide:** 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). **Provide:** 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). **Highlight project name, amount and year.**  
(6 points)

☐ Yes ☐ No

---OR---

B) Is the proposed **development** of the property included as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds?

**Provide:** a copy of a fully executed resolution amending the existing schedule to include the development of the proposed project. The resolution must **clearly indicate the development of the proposed project by name, year and amount and cannot be older than 3 years.**

☐ Yes ☐ No

(3 points)

(Tab as Exhibit "A")

**TRAIL CONSTRUCTION CRITERIA  
(COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)**

**1. NEW DEVELOPMENT**

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, 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.

**(Tab as Exhibit "G") (5 points, if undeveloped)**

**2. STATE GREENWAYS AND TRAILS PLAN**

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use **"Florida Greenways and Trails System Plan– 2013-2017"**. Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.

**(Tab as Exhibit "H") (6 points)**



### 3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail.  
Provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity.  
**Designation Agreements must be fully executed by the end of submission period.**

☐ Yes ☐ No

(Tab as Exhibit "I") (3 points)

### 4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

Explain how the proposed project would implement a Greenway and Trail Plan adopted by either a regional or local governmental entity. Provide quotations or appropriate references with **explanations** to justify correlation. **Enclose a copy of the regional or local governmental adopted Greenway Plan.**

(Tab as Exhibit "J") (4 points)

## 5. MIXED USE OR SINGLE USE TRAILS

Does the specific trail design demonstrate that the project will support:  
Mixed use recreational trail opportunities, either motorized or non-motorized, or both?

☐ Yes ☐ No

(8 points)

-----OR-----

Single use recreational trail opportunities?

☐ Yes ☐ No

(6 points)

## 6. INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

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. (Check ONLY one):

☐ Highest Priority Funding Need

(13 points)

☐ Second Highest Priority Funding Need

(8 points)

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

## Part III – Supporting Documents

### POPULATION DENSITIES

#### Outdoor Facility Needs Ranked by Priority Index: Population Density 1

Rank	Renovation	Construction	
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>
		<u>Points</u>	
1	Playgrounds	6	Baseball Fields
2	Support Facilities	5	Softball Fields
3	Tennis Courts	5	Playgrounds
4	Rest Rooms	5	Rest Rooms
5	Picnic Facilities	4	Support Facilities
6	Baseball Fields	4	Soccer Fields
7	Basketball Courts	4	Basketball Courts
8	Softball Fields	4	Bike Trails
9	Swimming Pools	4	Swimming Pools
10	Boating Facilities	4	Tennis Courts
11	Fishing Piers	3	Picnic Facilities
12	Camping	3	Handball Courts
13	Handball Courts	3	Fishing Piers
14	Football Fields	3	Football Fields
15	Soccer Fields	3	Boating Facilities
16	Beach Access	2	Exercise Trails
17	Historical Facilities	2	Camping
18	Shuffleboard Courts	2	Beach Access
19	Nature Trails	2	Historical Facilities
20	Other	2	Shuffleboard Courts
21	Golf Courses	2	Nature Trails
22	Bike Trails	1	Golf Courses
23	Exercise Trails	1	Hiking Trails
24	Hiking Trails	1	Horse Trails
25	Horse Trails	1	Other

Population Density 1 - Population Under 10,000

## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction			
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>	<u>Points</u>	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	Cluster IV
12	Exercise Trails	3	Handball Courts	3	
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999



### Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation	Construction	
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>
1	Rest Rooms	6	Baseball Fields
2	Playgrounds	6	Soccer Fields
3	Support Facilities	5	Support Facilities
4	Tennis Courts	5	Softball Fields
5	Baseball Fields	5	Playgrounds
6	Basketball Courts	5	Boating Facilities
7	Beach Access	4	Football Fields
8	Swimming Pools	4	Tennis Courts
9	Soccer Fields	4	Rest Rooms
10	Picnic Facilities	4	Picnic Facilities
11	Football Fields	3	Basketball Courts
12	Softball Fields	3	Other
13	Boating Facilities	3	Exercise Trails
14	Exercise Trails	2	Bike Trails
15	Handball Courts	2	Nature Trails
16	Other	2	Camping
17	Golf Courses	2	Handball Courts
18	Shuffleboard Courts	2	Historical Facilities
19	Fishing Piers	2	Swimming Pools
20	Bike Trails	2	Hiking Trails
21	Hiking Trails	2	Golf Courses
22	Nature Trails	2	Beach Access
23	Camping	2	Fishing Piers
24	Historical Facilities	1	Horse Trails
25	Horse Trails	1	Shuffleboard Courts

**Cluster I**

**Cluster II**

**Cluster III**

**Cluster IV**

**Cluster V**

**Cluster VI**

Population Density 3 - Population From 25,000 to 49,999

# Outdoor Facility Needs Ranked by Priority Index: Population Density 4

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Playgrounds	6	Soccer Fields	6	Cluster I
2	Rest Rooms	5	Playgrounds	5	
3	Support Facilities	5	Picnic Facilities	5	Cluster II
4	Tennis Courts	5	Baseball Fields	5	
5	Soccer Fields	5	Support Facilities	5	
6	Baseball Fields	5	Swimming Pools	5	
7	Swimming Pools	4	Softball Fields	4	Cluster III
8	Exercise Trails	4	Basketball Courts	4	
9	Softball Fields	4	Rest Rooms	4	
10	Basketball Courts	4	Other	4	
11	Handball Courts	3	Exercise Trails	3	Cluster IV
12	Picnic Facilities	3	Golf Courses	3	
13	Boating Facilities	2	Tennis Courts	2	Cluster V
14	Beach Access	2	Boating Facilities	2	
15	Fishing Piers	2	Fishing Piers	2	
16	Shuffleboard Courts	2	Football Fields	2	
17	Football Fields	2	Handball Courts	2	
18	Golf Courses	2	Bike Trails	2	
19	Nature Trails	2	Nature Trails	2	
20	Other	2	Hiking Trails	2	
21	Bike Trails	2	Horse Trails	2	
22	Camping	2	Beach Access	2	
23	Hiking Trails	2	Camping	2	
24	Historical Facilities	1	Historical Facilities	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 4 - Population From 50,000 to 99,999

# Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	Cluster III
5	Swimming Pools	4	Rest Rooms	4	
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	Cluster IV
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	Cluster V
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over

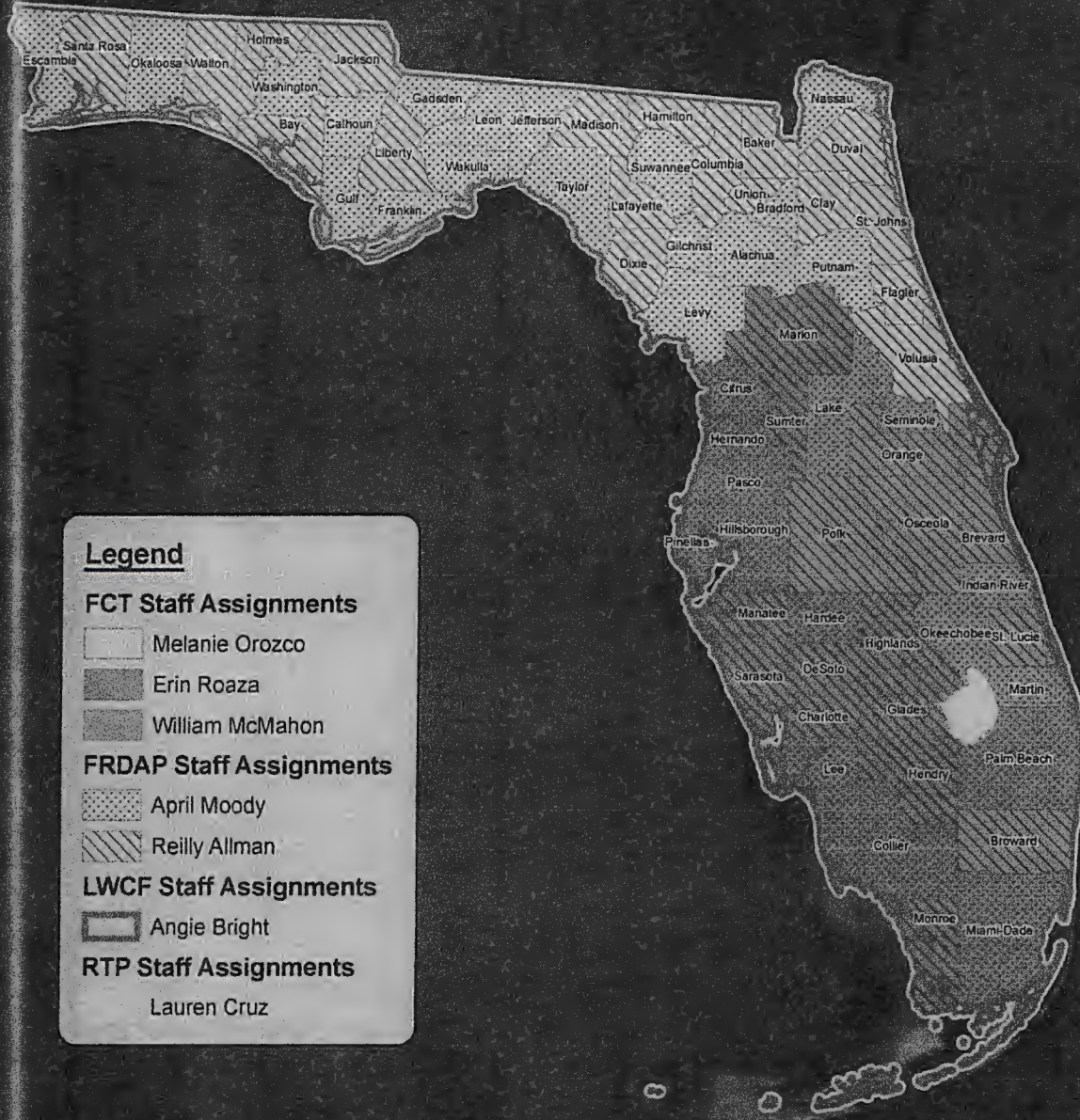
**CONTACT FOR ADDITIONAL INFORMATION:**

Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule <a href="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</a>	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) <a href="https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning">https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning</a>	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052





# **Division of State Lands** **Land and Recreation Grants Section** **Staff Assignments**



## **Legend**

### **FCT Staff Assignments**

- Melanie Orozco
- Erin Roaza
- William McMahon

### **FRDAP Staff Assignments**

- April Moody
- Reilly Allman

### **LWCF Staff Assignments**

- Angie Bright

### **RTP Staff Assignments**

- Lauren Cruz

The Land and Recreation Grants team administers four local, state, and federal grant programs which provide acquisition and recreational program grants throughout Florida each fiscal year. The grant programs are:

- Florida Communities Trust - Park and Open Space Program and Stan Mayfield Working Waterfronts Program
- Florida Recreation and Development Assistance Program
- Land and Water Conservation Fund Program
- Recreational Trails Program

## 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.

The Southside Park Phase 2 project will provide much needed recreational opportunities as well as enhanced accessibility to all ages and abilities, promoting an active, healthy lifestyle and enhancing the quality of life in the community. The project addresses the goals and priorities of the 2019 SCORP as well as expands opportunities in an underserved community. Taylor County is a rural, fiscally constrained County and is a designated Rural Area of Opportunity (RAO). Taylor County is also a Rural Economic Development Initiative (REDI) area.

### **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.**

Taylor County currently does not have any pickleball courts other than a taped area which has been added to the tennis courts at Taylor County Sports Complex. There are frequently citizens waiting in line to play pickleball at this temporary court.



Pickleball is the fastest growing sport in America with Florida being the third most obsessed state according to numerous media articles including [www.picklehead.com](http://www.picklehead.com) and the Sports & Fitness Industry Association (SFIA). The first U. S. Open Pickleball Championships were held in Naples, Florida due in part to the popularity of the sport in Florida. There are pickleball leagues in Taylor County but due to the lack of facilities, league participants must travel outside the County to play. The lack of facilities restricts opportunities for all citizens to have the opportunity to play the very popular and inclusive of all ages sport. In addition to the new pickleball courts, the project's scope of work includes the installation of a new swing set at the playground which will offer adaptive/inclusive swing seats to ensure all children feel included and can have fun at the playground regardless of their specific needs or abilities. Other elements of the proposed scope of work include a new picnic area and a nature study kiosk which provides for passive recreation promoting family-centric activities as well as providing an educational component promoting nature and the local habitat in an outdoor recreational setting.

As a fiscally constrained, rural, underserved community. Taylor County would not be able to provide facilities such as the pickleball courts without funding assistance. The Southside Park Phase 1 improvements completed in 2022 and 2023 funded with a FRDAP grant substantially increased park usage, thus the demand has increased for additional recreational opportunities and amenities at Southside Park.

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 sports programs. It is anticipated pickleball leagues will use the new courts at Southside as well as the courts being open for use by all citizens who wish to use the courts. 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 both Southside Park and Taylor County Sports Complex.

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. Additionally, *with pickleball being easy to learn and play and the "open play format" it is a popular sport among senior citizens. The proposed project will increase the number of recreational opportunities and facilities for all ages promoting a healthy lifestyle and wellness.*

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% of adults are considered inactive or insufficiently active. Per U. S. Today, [www.pickleheads.com](http://www.pickleheads.com), YOUTGov, and the Association of Pickleball Professionals, the 18-34 age bracket is the fastest growing among pickleball players. The new courts will offer additional, needed recreational opportunities to a young adult population in the County where there is a definite need for a healthier lifestyle.

## **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 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.**

As there are currently no regulation size pickleball courts in the County, and with the popularity of the sport, there is a definite gap in access to pickleball opportunities in Taylor County. The installation of the adaptive/inclusive seat swings will offer welcoming and inclusive playground opportunities for all children. Providing recreational facilities where there are identified gaps is of particular importance in the County due to the County being fiscally constrained and an underserved, rural community. 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 recreational activities and the ever growing, popular sport of pickleball is unattainable in many cases.

As a fiscally constrained County, one of economic concern, and a designated Rural Area of Opportunity (RAO) and Rural Economic Development Initiative (REDI) community, the construction of the pickleball courts and installation of the adaptive/inclusive swings as well as the other elements in the proposed scope of work will benefit a rural community as per the Strategies of Priority Area 2 in the 2019 SCORP.

Southside Park has direct connectivity to numerous nearby residential communities as well as direct connectivity to the City of Perry via the paved Old Dixie Highway Trail. The County has made every effort to ensure connectivity and inclusiveness at Southside Park to the City of Perry and the nearby neighborhoods and residential areas. The proposed project removes the existing obstacles of participating in the ever-growing popularity of pickleball by providing the much needed facilities which do not currently exist.

**“Equitable access also dictates removing social and physical obstacles to participation.”**

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### **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

**“Local governments should promote clusters of nearby parks and sites so that visitors will stay in an area longer and enjoy additional points of interest.”**

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With several hotels and eating establishments being within a short walking distance to Southside Park, Forest Capital Hall which hosts larger scale entertainment events and festival events throughout the year within walking distance, and the heavily used Taylor County Sports Complex being within a few miles of the park, the proposed



improvements will encourage the many visitors to the area to stay longer and enjoy additional points of interest and recreational opportunities. The County's very popular coastline known for recreational fishing, scalloping and boating is also a short fifteen minute trip away from Southside Park.

#### **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 nature study kiosk and signage as well as the new landscaping will provide educational opportunities to the public on natural resources, native flora and fauna and the stewardship thereof. The new landscaping will be Florida friendly, ensuring for no invasive plantings. The Southside Park project has no negative impacts on natural, cultural, or historical resources which enhances the project as a large majority of the state has concerns developing parks, greenways and recreational facilities within environmentally sensitive habitats and conservation areas. Environmentally friendly recycled materials will be used for the proposed Southside Park Phase 2 project when possible. The security lighting which will be added will be energy efficient.

**"RECREATION SHOULD NOT BE THOUGHT AS A LUXURY, BUT RATHER A NECESSITY THAT IMPROVES OUR HEALTH AND LONGEVITY."**

SCORP 2019

Chapter 5 Page 86



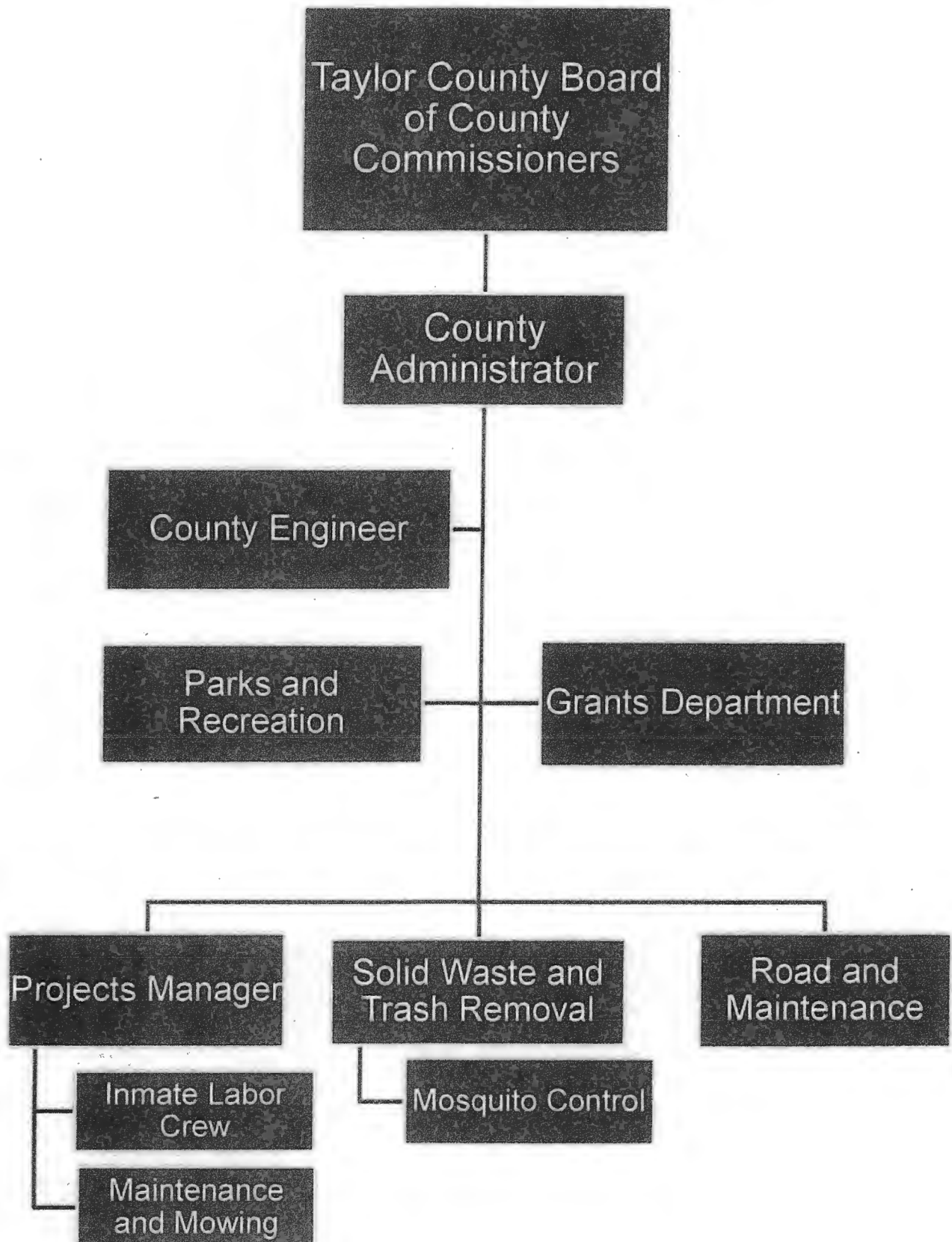
## **Exhibit "D"**

Taylor County has a full-time Recreation Manager and support staff. The Manager oversees daily operations, programming, maintenance, and facility development oversight for County parks and recreational facilities. The County has a labor crew who maintains the parks including landscaping, mowing, and trash and debris removal. The County's Public Works and Solid Waste Management Departments provides assistance that may be needed for the maintenance of the roads, bridges, boardwalks, paved trails, and tree maintenance and removal within the parks.

County staff who will assist in the project construction, management, and grant administration have a great deal of experience. The County Administrator has more than 11 years of project management experience with the County. The two Grants Department staff members who will administer the grant and provide project oversight have 24 and 15 years of experience respectively with grants and project management. The County Engineer has 26 years of engineering and project management experience. In addition to County staff, the County has a Board appointed Taylor County Recreational Advisory Board (TCRAB) who assist with programming and site development planning. The County has successfully administered, managed, and closed out numerous FRDAP grant projects over the years.

An organizational chart is provided as an attachment to Exhibit "D".

## Exhibit D – Southside Park Phase 2



## Exhibit "P"

Southside Park is located on Plantation Road in the City of Perry and is approximately ¼ mile from US 19. The park is within ¼ mile of several hotels, restaurants, and retail facilities. The park is less than ½ mile of highly populated residential areas which do not have access to any other nearby public parks. The park's playground and picnic pavilion are popular with families, particularly those with young children who enjoy outdoor recreation. One of the proposed improvements is the installation of adaptive swings at the playground to ensure inclusion and accessibility for all children. The County was awarded a Transportation Alternative grant which funded the construction of a 1.45 mile paved trail along Old Dixie Highway which offers direct connection to Southside Park. The construction was completed in 2020.

The existing facilities and amenities at the park include: playground, picnic pavilion, basketball courts, parking, sidewalks, and fencing. Improvements were made to the park in 2022- 2023 with FRDAP funding and this grant has been successfully closed out. Use of the park has increased substantially after the improvements were made. There is a concrete foundation on the site from old handball courts that were demolished. Due to public demand for pickleball courts, though the surface is not ideal, the County is considering using the foundation of the demolished handball courts temporarily for pickleball courts until funding can be obtained to construct new courts. Though pickleball is the fastest growing sport in America and is tremendously popular in the State of Florida, Taylor County has no regulation size pickleball courts. The only court the County currently has is a taped area on the tennis courts at the Taylor County Sports Complex. There are frequently lines of citizens waiting to play pickleball on this court. There are pickleball leagues in the community which currently play on courts outside the County.

Proposed improvements include:

- \* Playground improvements – installation of an adaptive swing set
- \* Two new regulation size pickleball courts with fencing and nets
- \* Security lighting near the new pickleball courts
- \* Parking facility improvements
- \* Landscaping at the new pickleball courts
- \* Nature study kiosk and signage
- \* New picnic facility

Southside Park is centrally located and is the only county owned park within the city limits of Perry. As an older park, the site holds many warm memories for the hundreds of families who have enjoyed Southside Park over the years. The proposed project will provide additional recreational opportunities - both physical and passive- thus providing outdoor opportunities for all ages and abilities.

The site has no natural or historical resources which will be negatively impacted or require conservation and/or protection. Taylor County is a fiscally constrained community and is a designated Rural Area of Opportunity (RAO) and a Rural Development Economic Initiative (REDI) area.

**RURAL ECONOMIC DEVELOPMENT INITIATIVE  
AND**

COUNTY: Taylor County

**Name, Address and Phone Number for Contact:** 201 E. Green Street, Perry, FL 32347 / 850-843-5381

DISTRICT: 3DISTRICT: 7

### PROJECT INFORMATION DESCRIPTION in brief:

**PROJECT LOCATION:**

Is the project located in a "Rural Area of Critical Economic Concern"? Yes x No     

Yes. The County has held 2 public hearings, 1 public workshop, and 2 community presentations. The project is also included in the County's Capital Improvement Plan.

What is the projected cost for this project? \$124,830

(Please attach a general budget summary)

Is this request for a waiver of all match requirements? Yes x No       

If no, how much are you willing to match?

Signature of Authorized Representative

**Jamie English, Chairman**

Signature Typed or Printed



**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT BUDGET DETAIL**

**Project Name:** Southside Park Phase 2

**Grantee Name:** Taylor County Board of County Commissioners

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.

**Project Tasks, Deliverables and Required Documentation**

<b>Task #1: Development of: <u>Southside Park Phase 2</u></b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
<b><u>(List each Primary project element)</u></b>	<b>Provide Budget Detail</b>	<b>Provide Budget Detail</b>	
Pickleball Courts Including Fencing (2) (New)	\$98,280		Project Completion Certification Final as-built site plan
Playground Improvements (Adaptive Swings)	\$3,850		Florida Recreation and Parks Inventory Form
Picnic Facility (New)	\$1,500		Color Photographs of Project Notice of Limitation of Use Boundary Survey

<u>(List each Support project element)</u>			
Parking Facility Renovation (Reseal, Restripe, Curb Stops)	\$12,000		
Security Lighting	\$2,200		
Landscaping	\$4,000		
Nature Study Kiosk and Signage	\$3,000		
*All work will be completed in accordance with the approved plans.			
TOTALS:	\$ 124,830.00	\$ 0.00	

**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.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to consider approval of grant application to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for the rehabilitation of Taylor County Horsemen's Arena.

**MEETING DATE REQUESTED:**

**August 28, 2023**

**Statement of Issue:** Board to consider approval of grant application to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for the rehabilitation of Taylor County Horsemen's Arena.

**Recommended Action:** Approve Grant Application

**Fiscal Impact:** The County will be submitting a grant application in the amount of \$200,000 and is requesting a waiver of match using the Rural Economic Development Initiative (REDI) waiver.

**Budgeted Expense: Y/N** Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Two public hearings were held to receive public input as to the grant submission to the FRDAP program for the rehabilitation of Taylor County Horsemen's Arena. The County had previously received a FRDAP grant in 2007 for the construction of the arena.

**Attachments:** Grant Application and REDI Waiver



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: \_\_\_\_\_

Postmarked: \_\_\_\_\_

Application Number: \_\_\_\_\_

1. APPLICANT INFORMATION

A. Name of Applicant: Taylor County Board of County Commissioners

B. Federal Employer Identification Number: \*\* 59-6000879  
**\*\* (This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: 21,815

D. Current Operating Budget: \$ 73,803,339 for entire County Budget  
**(This is the operating budget for the city, county or special district, and not just the department budget)**

E. Contact Person: Melody Cox Title: Grants Writer  
**(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)**

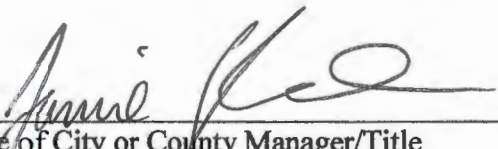
F. Mailing Address: 201 E. Green Street

City/State: Perry, Florida Zip Code: 32347

Telephone: ( ) 850-371-0377 E-mail: melody.cox@taylorcountygov.com

FAX: 850-838-3501

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.

  
Signature of City or County Manager/Title  
DRP-106 (Effective 06-05-2015)

08/29/2023  
Date  
Page 1 of 28

## 2. PROJECT INFORMATION

A. Name of Project: Taylor County Horsemen's Arena

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition: ☐

Development: ☒

☒ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

Trail Construction: ☐

☐ On land owned by applicant

☐ On land currently under site control 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.**

**(Tab as Exhibit "N")**



**C. PROJECT LOCATION:**

Street Address: 255 Forest Park Drive

City: Perry County: Taylor Zip Code: 32348 -

GIS Coordinates: Latitude: 30.07928222 Longitude: -83.57090944

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

**(Tab as Exhibit "K")**

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

**(Tab as Exhibit "L")**

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

**(Tab as Exhibit "M")**

**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: Corey Simon Senate District Number: 3

State Representative: Jason Shoaf House District Number: 7

**E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 74.07**

**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.

See Exhibit "P"

- (b) Indicate if a natural spring is located on project site:

☐ Yes ☒ No

- (c) Indicate if there is public access to the park either through an existing street or easement:

☒ Yes ☐ No

**Describe Public Access:**

Taylor County Horsemen's Arena can be accessed by the public 7 days a week at the entrance located on Forest Park Drive in Perry, Florida.

**(If additional room needed - Tab as Exhibit "P")**

**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.

**(If additional room needed - Tab as Exhibit "P")**

### 3. 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 \$ 200,000.00

B. Local Funds Available: (Grantee Share)

1. Cash:

Line B \$ 0.00

2. In-Kind:

Line C \$ 0.00

3. Land Value:

Line D \$ 0.00

**If property is developed, land value CANNOT be used as a match.**

Total Local Match:

Line E \$ 0.00  
Sum of lines B, C and D

C. Total Cost of Proposed Project:

Line F \$ 200,000.00

**Sum of Lines A and E**

**(Should not total more than \$400,000)**

**(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at <http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm>).  
(Tab as Exhibit "O")**



**D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):**

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

**Remember to include each element in your conceptual site plan.** Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must **CLEARLY DELINEATE** using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. **Also identify different FRDAP phases on the site plan and any LWCF phases.**

**DEVELOPMENT PROJECTS:**

**PRIMARY RECREATION AREAS AND FACILITIES:** Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

**SUPPORT FACILITIES AND IMPROVEMENTS:** Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

**ACQUISITION PROJECTS:**

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

**(Tab as Exhibit "H")**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT BUDGET DETAIL**

**Project Name:** Taylor County Horsemen's Arena

**Grantee Name:** Taylor County Board of County Commissioners

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.

**Project Tasks, Deliverables and Required Documentation**

<b>Task #1: Development of: Taylor Co. Horsemen's Arena</b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
<u>(List each Primary project element)</u>	Provide Budget Detail	Provide Budget Detail	
Horsemen's Arena Improvements and Upgrades	\$177,000		Project Completion Certification Final as-built site plan
Playground	\$3,600		Florida Recreation and Parks Inventory Form
Picnic Facility (New)	\$1,500		Color Photographs of Project Notice of Limitation of Use Boundary Survey





## **INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

**DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED:** Identify ALL elements that will be completed under this Agreement.

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

**MATCH AMOUNT TO BE CLAIMED:** The same level of detail must be provided for match as for reimbursement.

**DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION:** All of these deliverables must be submitted before final reimbursement can be processed.

**Completion Documentation required prior to Reimbursement**

## PART II — EVALUATION CRITERIA

### GENERAL 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      ☐ No

--- 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)

☐ Yes      ☐ No

(Tab 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-2008 (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.

(Tab as Exhibit "B") (4 points)

See Exhibit "B"

**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)

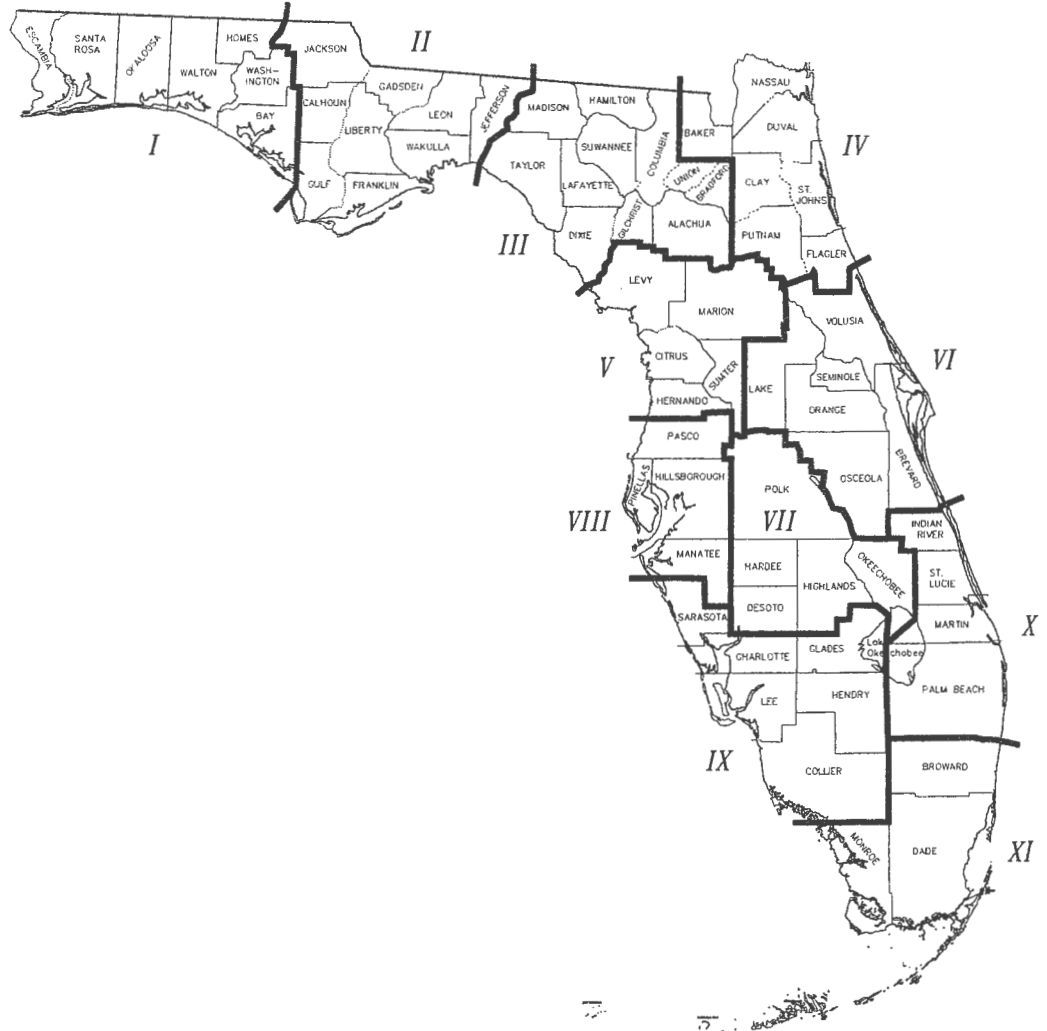
- \_\_\_\_\_ I      Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- \_\_\_\_\_ II      Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- X \_\_\_\_\_ III      Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding - Unpaved Trails
- \_\_\_\_\_ IV      Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- \_\_\_\_\_ V      Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- \_\_\_\_\_ VI      Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- \_\_\_\_\_ VII      RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- \_\_\_\_\_ VIII      Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor  
Swimming Pool Use Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor  
Tennis \* Soccer or Rugby
- \_\_\_\_\_ IX      Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming  
Pool Use Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \*  
Historical or Archaeological Sites
- \_\_\_\_\_ X      Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \*  
Outdoor Tennis Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping  
\* Soccer or Rugby





XI

Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities \* Outdoor Tennis \* Golf \* Outdoor Basketball \* Saltwater Non-Boat Fishing \* RV / Trailer Camping



### 3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check 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.**

(Tab 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.**

(Tab 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.**

(Tab 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. (Tab as Exhibit "D") (6 points)
- ☐ The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. (Tab as Exhibit "D") (4 points)
- ☐ The applicant has other means of providing facility development, programming and maintenance. (Tab as Exhibit "D") (2 points)

#### 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.)

☐ Yes ☒ No

(Tab 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 ☒ No

(Tab as Exhibit "G") (5 points)

## DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

### 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.**

(Tab as Exhibit "G") (5 points, if undeveloped)

- \* Arena
- \* Round Pen
- \* Restrooms
- \* Fencing
- \* Announcer Stand
- \* Forest Capital Hall
- \* Forest Capital State Museum
- \* Old Cracker Homestead
- \* Cook Shed
- \* Heritage Pavilion
- \* Garden Club
- \* Park Ranger Residence
- \* Parking Area

### 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 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)

Horsemen's Arena Improvements and Upgrades	2 Points (Other)
New Playground	6 Points
New Picnic Facility	4 Points
RV Hook Ups (2)	2 Points (Other)
New Security Lighting	6 Points
Restroom Improvements	6 Points
Parking Improvements (Handicap Accessibility)	6 Points

TOTAL 32 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. (Check ONLY one):

- ☒ Highest Priority Funding Need (13 points)
- ☐ Second Highest Priority Funding Need (8 points)

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

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Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida



## **ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)**

### **1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for 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, will receive these points. (Priority ranked index clusters are attached as pages 22-26.)

**(15 points)**

### **2. NEEDED RECREATIONAL ACREAGE**

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. **Provide the following:**

A. ☐ Needed acres/Person and ☐ Total Acreage Under Local Control

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

**(Tab as Exhibit "F") (15 points)**

### 3. CAPITAL IMPROVEMENT PLAN

A) Is the proposed **development** of the property identified in the applicant's capital improvement plan (CIP) or schedule during the current or next three (3) fiscal years?

1). **Provide:** 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). **Provide:** 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). **Highlight project name, amount and year.**

(6 points)

☐ Yes ☐ No

---OR---

B) Is the proposed **development** of the property included as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds?

**Provide:** a copy of a fully executed resolution amending the existing schedule to include the development of the proposed project. The resolution must **clearly indicate the development of the proposed project by name, year and amount and cannot be older than 3 years.**

(3 points)

☐ Yes ☐ No

(Tab as Exhibit "A")

**TRAIL CONSTRUCTION CRITERIA  
(COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)**

**1. NEW DEVELOPMENT**

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, 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.

**(Tab as Exhibit "G") (5 points, if undeveloped)**

**2. STATE GREENWAYS AND TRAILS PLAN**

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use **"Florida Greenways and Trails System Plan– 2013-2017"**. Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.

**(Tab as Exhibit "H") (6 points)**

### 3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail.

Provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity.

**Designation Agreements must be fully executed by the end of submission period.**

☐ Yes ☐ No

(Tab as Exhibit "I") (3 points)

### 4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

Explain how the proposed project would implement a Greenway and Trail Plan adopted by either a regional or local governmental entity. Provide quotations or appropriate references with **explanations** to justify correlation. **Enclose a copy of the regional or local governmental adopted Greenway Plan.**

(Tab as Exhibit "J") (4 points)

## 5. MIXED USE OR SINGLE USE TRAILS

Does the specific trail design demonstrate that the project will support:  
Mixed use recreational trail opportunities, either motorized or non-motorized, or both?

☐ Yes ☐ No

(8 points)

-----OR-----

Single use recreational trail opportunities?

☐ Yes ☐ No

(6 points)

## 6. INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

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. (Check ONLY one):

☐ Highest Priority Funding Need

(13 points)

☐ Second Highest Priority Funding Need

(8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida



### Part III – Supporting Documents

#### POPULATION DENSITIES

##### Outdoor Facility Needs Ranked by Priority Index: Population Density 1

Rank	Renovation	Construction	
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>
		<u>Points</u>	
1	Playgrounds	6	Baseball Fields
2	Support Facilities	5	Softball Fields
3	Tennis Courts	5	Playgrounds
4	Rest Rooms	5	Rest Rooms
5	Picnic Facilities	4	Support Facilities
6	Baseball Fields	4	Soccer Fields
7	Basketball Courts	4	Basketball Courts
8	Softball Fields	4	Bike Trails
9	Swimming Pools	4	Swimming Pools
10	Boating Facilities	4	Tennis Courts
11	Fishing Piers	3	Picnic Facilities
12	Camping	3	Handball Courts
13	Handball Courts	3	Fishing Piers
14	Football Fields	3	Football Fields
15	Soccer Fields	3	Boating Facilities
16	Beach Access	2	Exercise Trails
17	Historical Facilities	2	Camping
18	Shuffleboard Courts	2	Beach Access
19	Nature Trails	2	Historical Facilities
20	Other	2	Shuffleboard Courts
21	Golf Courses	2	Nature Trails
22	Bike Trails	1	Golf Courses
23	Exercise Trails	1	Hiking Trails
24	Hiking Trails	1	Horse Trails
25	Horse Trails	1	Other

Population Density 1 - Population Under 10,000

## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

### Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	Cluster I
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	Cluster II
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	Cluster III
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	Cluster IV
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	Cluster V
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999



## Outdoor Facility Needs Ranked by Priority Index: Population Density 4

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Playgrounds	6	Soccer Fields	6	Cluster I
2	Rest Rooms	5	Playgrounds	5	Cluster II
3	Support Facilities	5	Picnic Facilities	5	
4	Tennis Courts	5	Baseball Fields	5	
5	Soccer Fields	5	Support Facilities	5	
6	Baseball Fields	5	Swimming Pools	5	
7	Swimming Pools	4	Softball Fields	4	Cluster III
8	Exercise Trails	4	Basketball Courts	4	
9	Softball Fields	4	Rest Rooms	4	
10	Basketball Courts	4	Other	4	
11	Handball Courts	3	Exercise Trails	3	Cluster IV
12	Picnic Facilities	3	Golf Courses	3	
13	Boating Facilities	2	Tennis Courts	2	Cluster V
14	Beach Access	2	Boating Facilities	2	
15	Fishing Piers	2	Fishing Piers	2	
16	Shuffleboard Courts	2	Football Fields	2	
17	Football Fields	2	Handball Courts	2	
18	Golf Courses	2	Bike Trails	2	
19	Nature Trails	2	Nature Trails	2	
20	Other	2	Hiking Trails	2	
21	Bike Trails	2	Horse Trails	2	
22	Camping	2	Beach Access	2	
23	Hiking Trails	2	Camping	2	
24	Historical Facilities	1	Historical Facilities	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 4 - Population From 50,000 to 99,999

# Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	
5	Swimming Pools	4	Rest Rooms	4	Cluster III
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	Cluster IV
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	Cluster V
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over



**CONTACT FOR ADDITIONAL INFORMATION:**

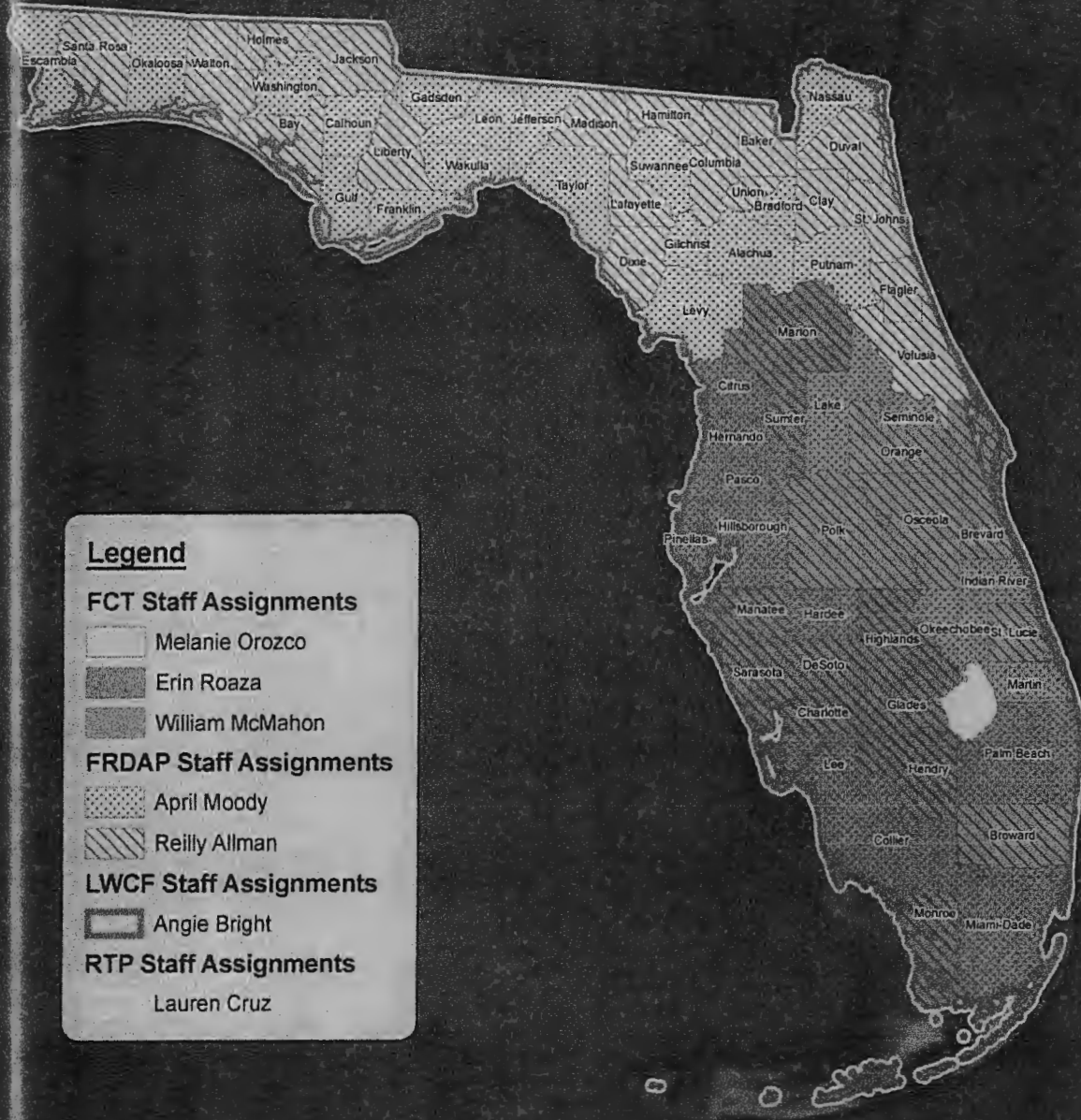
Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule <a href="https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program">https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program</a>	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) <a href="https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning">https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning</a>	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052



# Division of State Lands

## Land and Recreation Grants Section

### Staff Assignments



The Land and Recreation Grants team administers four local, state, and federal grant programs which provide acquisition and recreational program grants throughout Florida each fiscal year. The grant programs are:

- Florida Communities Trust - Park and Open Space Program and Stan Mayfield Working Waterfronts Program
- Florida Recreation and Development Assistance Program
- Land and Water Conservation Fund Program
- Recreational Trails Program

**RURAL ECONOMIC DEVELOPMENT INITIATIVE  
AND  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
REQUEST FOR MATCH WAIVER**

LOCAL GOVERNMENT: Taylor County Board of County Commissioners

COUNTY: Taylor County

CONTACT: LaWanda Pemberton

Name, Address and Phone Number for Contact: 201 E. Green Street, Perry, FL 32347 / 850-843-5381

STATE SENATOR: Corey Simon DISTRICT: 3

STATE REPRESENTATIVE: Jason Shoaf DISTRICT: 7

**PROJECT INFORMATION**

**PROJECT INFORMATION DESCRIPTION in brief:**

The Taylor County Horsemen's Arena Rehabilitation project consist of the total renovation of the arena including new panels and gates, seating renovations including shade covers, and improved area surfacing. The project also includes: restroom renovations, parking improvements, new playground and picnic area, security lighting, and 50 amp rv hook ups.

**PROJECT LOCATION:**

Taylor County Horsemen's Arena is located at 255 Forest Park Drive, Perry, Florid 32348. The Arena is located adjacent to Forest Capital Hall which houses the UF Extension Office and 4-H.

Is the project located in a "Rural Area of Critical Economic Concern"? Yes X No     

Has this project been approved as a priority for your community? If so, through what process?

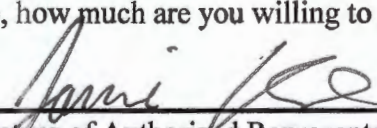
Yes. The County has held 2 public hearings, 1 public workshop, and 2 community presentations. The project is also included in the County's Capital Improvement Plan.

How will this project benefit your community? The project will not only provide all ages and ability recreational opportunities it also has the potential to generate economic and tourism development opportunities.

What is the projected cost for this project? \$200,000  
(Please attach a general budget summary)

Is this request for a waiver of all match requirements? Yes X No     

If no, how much are you willing to match?     

  
Signature of Authorized Representative

Jamie English, Chairman  
Signature Typed or Printed



**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT BUDGET DETAIL**

**Project Name:** Taylor County Horsemen's Arena

**Grantee Name:** Taylor County Board of County Commissioners

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.

**Project Tasks, Deliverables and Required Documentation**

<b>Task #1: Development of: <u>Taylor Co. Horsemen's Arena</u></b>	<b>Amount of Costs to be Paid with Grant Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved</b>
<u>(List each Primary project element)</u>	Provide Budget Detail	Provide Budget Detail	
Horsemen's Arena Improvements and Upgrades	\$177,000		Project Completion Certification
Playground	\$3,600		Final as-built site plan
Picnic Facility (New)	\$1,500		Florida Recreation and Parks Inventory Form
			Color Photographs of Project
			Notice of Limitation of Use
			Boundary Survey

<u>(List each Support project element)</u>			
RV Hook Ups (2)	\$8,000		
Security Lighting	\$400		
Restroom Improvements	\$6,500		
Parking Improvements (Handicap Accessibility)	\$3,000		
*All work will be completed in accordance with the approved plans.			
<b>TOTALS:</b>	\$ 200,000.00	\$ 0.00	

**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.



## **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.

The Taylor County Horsemen's Arena project will provide much needed recreational opportunities as well as improved accessibility to all ages and abilities. In addition to the rehabilitation of the arena and the associated area, the proposed project will promote economic and tourism development. The Arena project addresses the goals and priorities of the 2019 SCORP as well as expands opportunities in an underserved community. Taylor County is a rural, fiscally constrained community and is a designated Rural Area of Opportunity (RAO). Taylor County is also a Rural Economic Development Initiative (REDI) area.

### **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.**

Taylor County Horsemen's Arena is the only public equestrian facility in Taylor County. The project's scope of work will provide adequate facilities and recreational amenities to provide for children, youth, and adults for both the pleasure of horseback riding and for equestrian related competitive events and programs including 4-H programs. In addition to equestrian use, the project scope of work includes a new playground for children who may not yet be participating in riding or equestrian activities and a picnic area for families to enjoy the facility who may wish to relax before or after riding or as a spectator enjoying equestrian activities. The County's goal is to develop an inclusive, family-centric facility which encourages both active and passive outdoor recreation. As a fiscally constrained, underserved community, without funding assistance, the County will not be able to make the needed improvements to the Arena and provide enhanced outdoor recreation opportunities as well as unlimited economic and tourism development opportunities. Over the past few years, the County has seen a significant increase in public demand and interest in equestrian and livestock activities, programs, and events.

Taylor County Recreation Department works closely with local children and youth organizations as well as the City of Perry to develop and manage numerous sports (including equestrian) programs and events. The County works closely with Taylor County Health Department, Taylor County Chamber of Commerce, and Taylor County Tourism Development to provide health and wellness programs at parks and facilities throughout the County. Per numerous studies and materials including [www.va.gov](http://www.va.gov), [www.equinehelper.com](http://www.equinehelper.com), and [www.psychcentral.com](http://www.psychcentral.com) horseback riding and equine related activities not only provide recreational opportunities but also therapeutic and hippotherapy benefits. Horseback riding as well as enjoying horses passively is known to reduce stress, improve behavioral disorders, improve mental health conditions increase self-awareness and break down emotional and physical barriers.

**"Time spent in park and communal green spaces also confers social benefits, strengthening interpersonal relationships and support networks in their messaging, recreation suppliers should place stronger emphasis on the therapeutic benefits of recreating outdoors."**

**SCORP Chapter 5 Page 89**

The rehabilitation and improvements thereof to Taylor County Horsemen's Arena definitely meets the SCORP goal of not only providing outdoor recreational opportunities but also "nature therapy" as well as therapeutic and mental health and well-being opportunities of participating in equine activities.

Access to physical and recreational opportunities and family-centric health and wellness activities is critical in Taylor County due to poor health statistics that have the potential to be reduced by participation in equestrian activities. There is a 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% of adults are considered inactive or insufficiently active. 69% need muscle strengthening per the advice of medical professionals. Heart/cardiovascular disease, diabetes, and hyper-tension rates are significantly higher than the state average, in all cases by more than 10% over the average. Per statistics, people who participate in equestrian activities have lower risk levels of stress, anxiety, and depression. People who are less stressed have lower inflammatory disease, a lower risk of heart disease, and a healthier immune system.

**“Offering inclusive and welcoming facilities and programs for all individuals is another way to improve public access to conservation and recreation lands.”**

**SCORP 2019 Chapter 5 Page 96**

The rehabilitation and improvements to the Arena will ensure the facility is inclusive and welcoming, encouraging not only equestrian activities but outdoor play for children at the playground and family-centric enjoyment at the picnic area.

## **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.**

### **Strategies of Goal 2-5:**

- 1. Local governments should identify 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.**

The County has identified there is a gap in equestrian facilities and opportunities in the community. Public demand has increased substantially for a more user-friendly, inclusive, and safer arena. Due to the arena not meeting regulation standards to host most equestrian competitive events the County has determined it is essential that the arena be rehabilitated to meet those standards. To ensure the facility is inclusive to all ages, the playground is being added to not limit recreational opportunities at the facility. At this time, equestrians who wish to compete in breed sanctioned events, timed events, and stock events such as team-penning or team roping must travel outside the County to do so. Providing recreational facilities where there are identified gaps is of particular importance in the County due to the County being fiscally constrained and an underserved rural community. 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 recreational activities unattainable in many cases. Horse care costs and the cost of trailering outside the County often limit horseback riding opportunities for the County's citizens.

As a fiscally constrained County, one of economic concern, and a designated Rural Area of Opportunity (RAO) and REDI community, all elements in the proposed scope of work will benefit a rural community as per the Strategies of Priority Area 2 in the 2019 SCORP. In addition, as a large portion of the County's economic welfare is based on agriculture, providing adequate equine/ horseback riding facilities is essential for the quality of life, and inclusiveness of recreational facilities to provide opportunities to all citizens with a diversification of interests.

### **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

**"Local governments should promote clusters of nearby parks and sites so that visitors will stay in an area longer and enjoy additional points of interest".**



Forest Capital Hall, the Florida Capital Museum State Park and the Horsemen's Arena are all co-located on the same grounds. Forest Capital Hall hosts numerous large-scale events and activities throughout the year. Larger events include the Florida Forest Festival and the Florida State Bluegrass Festival. These events bring thousands of visitors to the County. After the Arena is rehabilitated to meet competitive regulation requirements and standards, the facility will have the potential to host multi-day events. The three venues being co-located will encourage the many visitors to the area to stay longer and enjoy additional points of interest and recreational opportunities. With hotels, restaurants, and retail outlets being located within a short walking distance of the Horsemen's Arena, visitors will not need to leave the area to enjoy the State Park and museum, festivals and activities at Forest Capital Hall, and equestrian events at the arena thus having a tremendous positive economic benefit on the community. The very heavily used Taylor County Sports Complex is 4.2 miles away from the Arena and Keaton Beach, located on the Gulf of Mexico, is a short 15-minute drive away also offering additional points of interest and recreational opportunities. The State of Florida is known as the Horse Capital of the World. Per [www.fdcs.gov/Agriculture-Industry](http://www.fdcs.gov/Agriculture-Industry), the Florida horse industry has an economic impact of 6.8 BILLION annually on the Florida economy. Horse ownership, equine associations, and profit-making organizations, plus tourism spending by riders and spectators combine for a 11.7 BILLION annual economic impact. Taylor County Horsemen's Arena is located in an agricultural community, in a centralized, easily accessible location, on the grounds of a State Park and the very successfully Forest Capital Hall making the facility ideal for economic and tourism development opportunities. The Taylor County Chamber of Commerce and Taylor County Tourism Development has indicated to the County they are willing to assist with the programming of bringing equestrian shows and events to the County when the Arena rehabilitation is complete.

"City and county parks and other local attractions also drive tourism in Florida's communities. Parks provide sites for sports tournaments, special events and festivals, and larger parks have museums, memorials, botanical gardens, zoos, and historical/cultural sites can be popular draws for tourists too. Local governments should promote clusters of nearby parks and sites so that visitors will stay in an area longer and enjoy additional points of interest." SCORP 2019 Chapter 5 Page 108

#### **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 Horsemen's Arena project has no negative impacts on natural, historical, or cultural resources. The grounds of the Arena have several large Live Oak trees which will continue to be preserved and used for shade for equestrians and their equine companions. The picnic facility and new playground will also be located at or near the trees to provide shade. Environmentally friendly recycled materials will be used for the proposed project when possible. The new security lighting which will be added will be energy efficient.

**“Florida’s Ideal outdoor recreation system will be a diverse, connected, accessible and balanced system of resources, facilities, and programs that provides the state’s residents and visitors with a wide range of local recreation opportunities. This outdoor recreation system will improve the health, well-being, and quality of life of Florida’s citizens, regardless of age, gender, ethnic background, economic status, physical or mental ability or location in the state. The system will be coordinated at the state level with all agencies and suppliers working in tandem, and with ample opportunities for the public to participate in decision making. Florida’s outdoor recreation system will continue to be a major contributor to the state’s economy and tourism industry, and it will further the public’s understanding, appreciation and stewardship of our environment and outdoor recreation resources.**

**SCORP Chapter 5 Page 85**

The Taylor County Horsemen's Arena project fully encompasses the goals of the 2019 SCORP as it fills a gap in a local recreational need and offers a diversity of recreational opportunities at the Arena site. It has the potential to provide unlimited economic and tourism development opportunities for both the County and the region. The improvements will provide for enhanced accessibility for all of Florida's citizens and visitors regardless of age, background, economic status, and abilities. With Florida being known as the "Horse Capital of the World", the Taylor County Horsemen's Arena rehabilitation and improvements project will definitely be of benefit to the Florida horse industry and Discover Florida Horses Program.

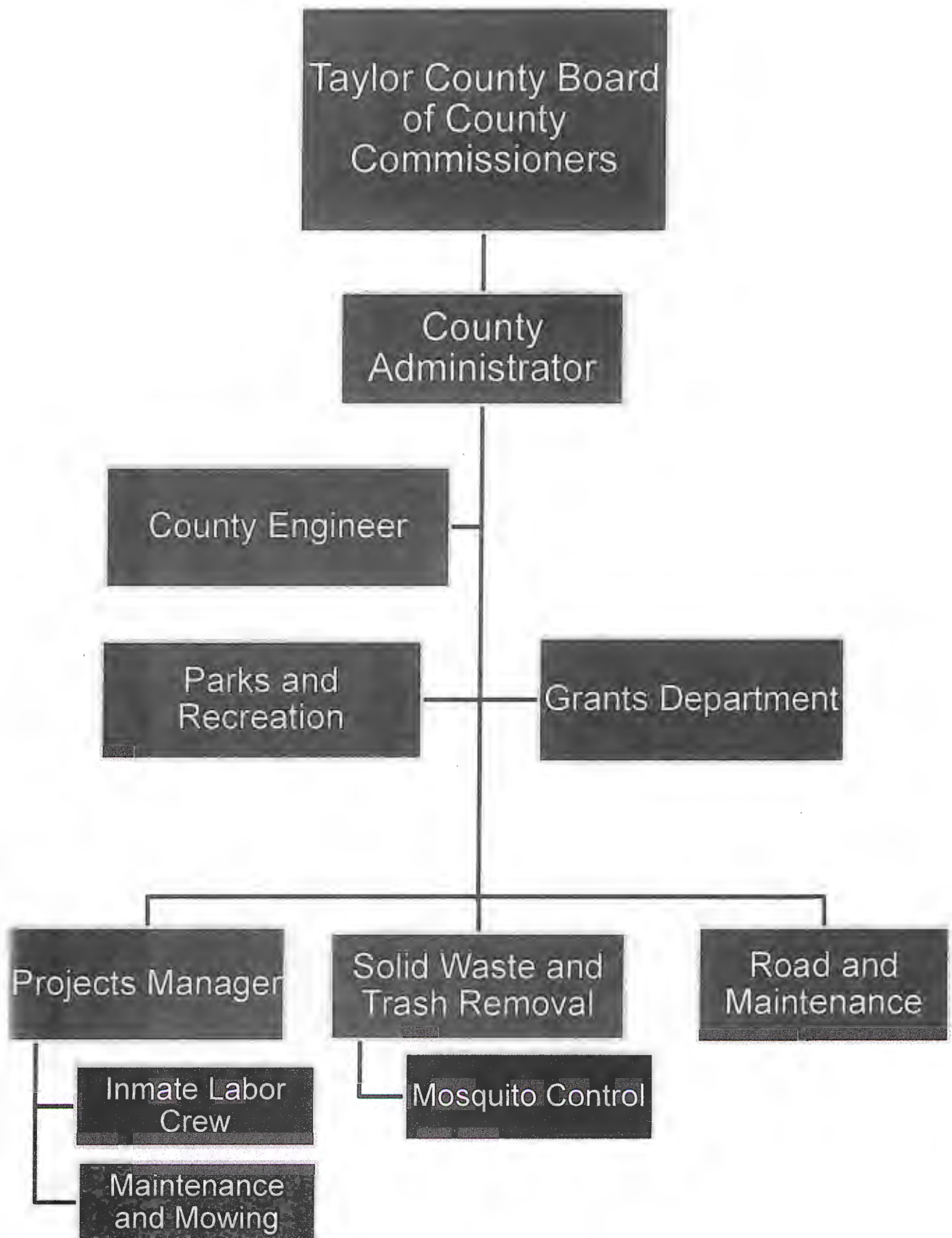
## **Exhibit “D”**

Taylor County has a full-time Recreation Manager and support staff. The Manager oversees daily operations, programming, maintenance, and facility development oversight for County parks and recreational facilities. The County has a labor crew who maintains the parks and the Horsemen's Arena including landscaping, mowing, tilling, and trash and debris removal. The County's Public Works and Solid Waste Management Departments provide assistance that may be needed for the maintenance of the roads, bridges, boardwalks, paved trails, and tree maintenance and removal within the parks.

County staff who will assist in the project construction, management, and grants administration have a great deal of experience. The County Administrator has more than 11 years of project management experience with the County. The two Grants Department staff members who will administer the grant and provide project oversight have 24 and 15 years of experience respectively with grants and project management. The County Engineer has 26 years of engineering and project management experience. In addition to County staff, the County has a Board appointed Taylor County Recreational Advisory Board (TCRAB) who assist with programming and site development planning. The Horsemen's Arena is located on the grounds of Forest Capital Hall which hosts numerous festivals, entertainment, and recreational events year around. The majority of these events are programmed and developed by the Taylor County Chamber of Commerce and the Taylor County Tourism Development Board. Due to this, there has been a great deal of local interest in improvements and enhancements being made to the Arena to host larger multi-day events. The Tourism Development Board and Chamber of Commerce have indicated they would be interested in assisting with programming and event development for the Arena facility after improvements are made. The County has successfully administered, managed, and closed out numerous FRDAP grant projects over the years.

An organizational chart is provided as an attachment to Exhibit “D”.

## Exhibit D – Taylor County Horsemen's Arena





## Exhibit "P"

Taylor County Horsemen's Arena is located at 255 Forest Park Drive, Perry, Florida 32348. The Arena is approximately 1/4 mile from U. S. 19. The Arena is adjacent to the grounds of Forest Capital Hall and the Forest Capital State Museum Park. Forest Capital Hall hosts numerous events and festivals throughout the year including the Florida Forest Festival and the Florida State Bluegrass Festival. Forest Capital Hall houses the UF/IFAS Extension Office including the County's Marine Agent and 4-H. Perry-Foley Airport is located 1/4 of a mile from the Arena. Several hotels, restaurants, and retail facilities are within walking distance of the Arena.

The existing facilities and amenities at the Horsemen's Arena facility include: 144 x 237 arena, spectator seating, restrooms, announcer stand, and a round pen/warm up area. There is a small handicap accessible viewing deck which is no longer usable. All existing facilities and amenities are in need of rehabilitation. The Arena was originally constructed to host equestrian events and activities targeted more to children and youth and 4-H program participants. Over the years, the arena has accommodated all ages but there have been limitations on what type of equestrian activities and events can safely be held at the Arena due to the original design constraints and the need for 6-foot arena panels not the existing 5-foot panels. There is also a great deal of need for chutes, gates, and back pens. Currently, the Arena is not able to accommodate larger shows or events that require a regulation size and equipped arena thus limiting economic and tourism development opportunities with multi-day shows and events.

Proposed improvements include:

- Total rehabilitation of the Arena to a 150 X 250 regulation size facility including 6-foot arena paneling, gates, chutes, and back pens. The improvements will include rehabilitation of spectator seating including shade covering, complete rehabilitation of the handicap accessible viewing area, and improvements to the arena surface.
- Restroom improvements including new exterior doors, painting, and electrical upgrades.
- Security lighting
- Parking improvements for handicap accessibility
- New playground area
- 50-amp RV/Camping Hook-ups
- New picnic facility

The existing 5-foot panels will be stored and repurposed in the future to serve as stalls for horses when they are not being ridden or in between different events they may not be competing in.

Taylor County Horsemen's Arena is the only public equestrian arena and facility in the County. As a rural community whose economy is largely dependent on agriculture, there is a substantial number of citizens who participate in equestrian activities from open riding for pleasure to competitive events. In addition to local residents of all ages and abilities using the facility, the economic and tourism development opportunities are unlimited. With Forest Capital Hall and the Forest

Capital State Museum being adjacent to the arena, the opportunities to host multi-day events and to encourage visitors to stay several days in the City of Perry/Taylor County is unlimited. The Arena rehabilitation and improvements will allow for virtually any type of equestrian events from western riding, timed events, and/or stock shows to English and hunt seat riding. The facility will accommodate all ages from very young children to seniors. Being located less than ¼ of a mile from U. S. 19, the location of the Arena is easily accessible for all equestrians with trucks and trailers as well as spectators.

The site has no natural, cultural, or historical resources which will be negatively impacted or require conservation and/or protection. There are several large live oak trees on the arena grounds which will provide shade for both the riders and their equine companions. Taylor County is a fiscally constrained community and is a designated Rural Area of Opportunity (RAO) and a Rural Development Economic Initiative (REDI) area.

(7)

## LOCAL STATE OF EMERGENCY DECLARATION

### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING A LOCAL STATE OF EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR JOHN LOUK TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, **TROPICAL STORM IDALIA** is expected to make landfall on the east coast of Florida on TUESDAY August 29, 2023, possibly producing storm surge and high winds thereby threatening the public health, safety and welfare of the citizens of Taylor County and may require expedient actions to be taken to implement emergency protective measures.

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a Local State of Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments and

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to;

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the Community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

**WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.**

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida as follows:

### SECTION I

A Local State of Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

### SECTION II

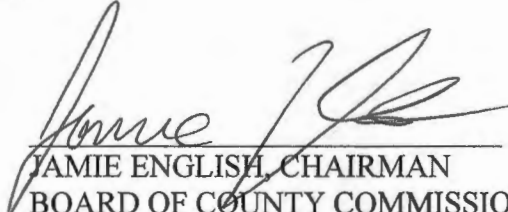
Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waived for the duration of this declaration.

### SECTION III

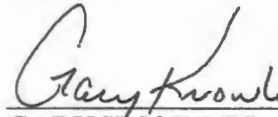
The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

### SECTION IV

This Resolution shall become effective immediately upon its adoption.  
resolved this 29<sup>th</sup> Day of August, 2019.

  
JAMIE ENGLISH, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

ATTEST:

  
GARY KNOWLES  
Clerk of Court







## PROFESSIONAL SERVICES AGREEMENT FOR DIASER DEBRIS MONITORING SERVICES AND GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

This Professional Services Agreement ("Agreement") is effective as of the 28th day of August, 2023 is entered into by and between **Taylor County Sheriff's Office, Florida** ("Client"), with offices located at 591 US Highway 27 East, Perry, FL 32347 and **Witt O'Brien's, LLC** ("Consultant"), located at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024. For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

**WHEREAS**, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

**WHEREAS**, Consultant submitted a proposal to Client dated June 16, 2023, to provide Debris Monitoring Services and Grant Application, Administration & Management Services ("Consultant Proposal"); and,

**WHEREAS**, Client desires to utilize Consultant's services as provided for herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

**1. Recitals.** The above-referenced recitals are true and correct and are incorporated herein.

**2. Scope of Work.** Consultant's responsibility under this Agreement is to provide professional/consultation services in the area of Disaster Debris Monitoring Services and Grant Application, Administration & Management Services (hereafter "Services"), as more specifically set forth in the Scope of Services detailed in Appendix "A", which is incorporated into and forms part of this Agreement. Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables").

**3. Period of Performance.** The initial period of this Agreement shall be for three (3) years year(s) from the signing of this Agreement and may be renewed for one (1) year for additional 1 year(s) periods subject to adjustments of costs and fees to be agreed upon in writing by the Parties.

**4. Beginning Performance.** Consultant shall not begin performance under the Agreement until the Client issues and Consultant accepts a purchase order, work order, or other notification to proceed in writing.

**5. Fees.** In consideration of Services performed hereunder, Client shall pay Consultant in accordance with the rates set forth in Appendix "B", which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement. Invoices are to be sent to the following address:  
818 Town & Country Blvd., Suite 200, Houston, Texas 77024

**6. Consultant's Responsibilities.** Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**7. Client's Responsibilities.** Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

**8. Proprietary Information.** Proprietary confidential information ("Proprietary Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing Party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing Party shall provide such identification in writing promptly thereafter. Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing Party; or (3) is required to be released by applicable law or court order. Each Party shall return all Proprietary Information relating to this Agreement to the disclosing Party upon request of the disclosing Party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Paragraph 8.

**9. Deliverables.** Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing, the Client acknowledges that in the course of its performance under the Agreement the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the Parties.

## **10. LIABILITY AND INDEMNIFICATION**

**10.1 CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT ("INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST DEMANDS, CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, PENALTIES, FINES AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, OR PROPERTY**



DAMAGE, TO THE EXTENT ARISING OUT OF, RELATING TO OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

10.2 CONSEQUENTIAL DAMAGES WAIVER: EACH PARTY EXPRESSLY WAIVES AND RELEASES THE OTHER PARTY AND ITS SUBCONTRACTORS FROM, AND AGAINST, ANY AND ALL PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE OR LEGAL THEORY OF RECOVERY, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY BEING RELEASED.

10.3 NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, CONSULTANT'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES SHALL NOT EXCEED, IN THE AGGREGATE, TWO TIMES THE FEES ACTUALLY PAID BY CLIENT TO CONSULTANT WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT. SUCH LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIABILITY ASSERTED IS BASED ON NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR ANY OTHER FAULT OF CONSULTANT OR ANY OTHER PERSON OR ENTITY, AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY IF THE LIABILITY ASSERTED IS BASED ON FRAUD OR WILLFUL MISCONDUCT.

**11. Acceptance.** Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

**12. Payment Terms.** Invoices will be submitted to: Taylor County Accounts Payable [PO Box 620 Perry, IL 62348]. Consultant will provide two (2) sets of invoices, separating the hourly rate invoice and the reimbursable expense invoice for each calendar month. Consultant will submit end of month invoice within a reasonable time frame, but no later than 45 days. Payment of any undisputed amount is due 30 days after receipt of each invoice. All invoices shall include information required to comply with the Federal laws, regulations, and policies governing Federal reimbursement of disaster recovery-related expenditures. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date electronically submitted. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

**13. Not-To-Exceed Amount.** For time and material or unit price contracts with a Not-To-Exceed Amount, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect and propose a new limitation figure with appropriate supporting data so that Client may, at its sole discretion, increase such limitation by written notice to Consultant. If Consultant does not receive a timely increase of such Not-To-Exceed amount, Consultant is entitled to stop the performance of the work once the Not-To-Exceed Amount has been reached, without any further liability, for any delay in the performance of the work caused by Client delay to increase the Not-To-Exceed Amount. Consultant shall be entitled to an equitable adjustment to the price and/or schedule of the Services, including any mobilization or demobilization costs of Consultant, due to Client's failure to provide a timely increase of the Not-To-Exceed amount.

**14. Currency of Payment.** Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (USD). Where exchange rates are involved, the rate of exchange between USD and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

**15. Health & Safety.** Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, Hazardous Waste, substances or materials and underground utilities.

**16. Conflict of Interest.** The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

**17. Force Majeure.** Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the Party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming Party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

**18. Notice.** Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

<b>To: Taylor Sheriff's Office, Florida</b>	Witt O'Brien's, LLC
<b>Attention: Taylor County Emergency Management</b>	Attention: Director of Contracts
<b>Address: 591 East Hwy 27 Perry, FL 32348</b>	818 Town & Country Blvd., Suite 200 Houston, TX 77024
<b>Phone: 850-838-3575</b>	Phone: 281-606-4721 Alternate Phone: (202) 207-2935
<b>Email: TCEM@taylorsheriff.org</b>	<a href="mailto:contractrequests@wittobriens.com">contractrequests@wittobriens.com</a> with a copy to <a href="mailto:cjoinder@wittobriens.com">cjoinder@wittobriens.com</a>
	For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, FL 33316 Email: <a href="mailto:blong@ckor.com">blong@ckor.com</a> with a copy to <a href="mailto:cjoinder@wittobriens.com">cjoinder@wittobriens.com</a>

**19. Changed Conditions.** The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of



the Services, to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

**20. Changes to The Services.** The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

**21. Governing Law.** The validity, enforceability and interpretation of this Agreement will be governed by the laws of the State of Florida, without reference to its rules relating to choice of law to the contrary. Client consents to the exclusive jurisdiction of state and federal courts located in Taylor County, State of Florida, with respect to any claim arising under or by reason of the Agreement.

**22. Independent Contractor.** Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

**23. Nonwaiver.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

**24. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

**25. Assignment/Subcontracts.** Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

**26. Drafting Party.** Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as though drafted by both Parties.

**27. Captions.** The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

**28. Additional Instruments.** The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

**29. No Agency.** Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

**30. Order of Precedence.** In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Rate Schedule (Appendix B)
3. The Scope of Work (Appendix A)
4. FEMA Clauses (Appendix C)
5. Task Orders (if applicable)
6. Other Contract Documents


**31. Termination.** This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

**32. FEMA Clauses.** If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix C.

**33. Use of Logo.** Client hereby authorizes Consultant to use its name, logo and/or trademark without further notice to Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

**34. Entire Agreement.** Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

<b>Taylor County Board of County Commissioners, FL</b>	<b>Witt O'Brien's, LLC</b>
 Name: _____ Title: _____	   Name: Cheryl Joiner Title: Director Contracts & Compliance

**APPENDIX A  
SCOPE OF WORK**

Consultant shall provide the Services as set out in Consultant Proposal dated June 16, 2023 which is attached hereto as Exhibit A and is incorporated into and forms part of this Agreement.



**APPENDIX B  
COMPENSATION**

Compensation for Services will be based as follows:

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

**DISASTER DEBRIS MONITORING SERVICES**

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Project Manager	\$ <u>68.00</u>
Operations Managers	\$ <u>55.00</u>
GIS Analyst	\$ <u>N/C</u>
Environmental Specialist	\$ <u>65.00</u>
Field Supervisors	\$ <u>49.00</u>
Data Manager	\$ <u>50.00</u>
Debris Site/Tower Monitors	\$ <u>33.50</u>
Crew Monitors	\$ <u>33.50</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>N/C</u>
Project Coordinators	\$ <u>N/A</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

N/C - Provided at No Charge

N/A - Not needed as the role is filled by other positions

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

**GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES**

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Legislative Affairs Consultant	\$ 125.00
Project Manager	\$ 172.00
Senior Grant Management Consultant	\$ 145.00
Project Engineer	\$ 140.00
Grant Management Consultant	\$ 138.00
Environmental Scientist (Regulatory Support)	\$ 165.00
Grant Management Specialist	\$ 115.00
Grant Management Analyst	\$ 107.00
Field Site Inspector	\$ 125.00
Office/Clerical	\$ 50.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

In addition to the hourly rates, Consultant shall be reimbursed for out of pocket expenses incurred in connection with performance of this Agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant's cost, without mark-up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

## **APPENDIX C FEMA CLAUSES**

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
  - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
  - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
  - a. Clean Air Act
    - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
    - (ii) Consultant agrees to report each violation to CLIENT and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
    - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - b. Federal Water Pollution Control Act

- (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
- (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

5. Suspension and Debarment

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

6. Compliance with Byrd Anti-Lobbying Amendment

- a. Consultant hereby certifies to the best of its knowledge that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

## 7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a

subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

14. "Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)



The Consultant grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system are used to input, store, process, output and/or transmit sensitive data)
- (a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked

or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations



to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**WORK ORDER NO. \_\_\_\_\_**

This Task Order No. \_\_\_\_\_, Statement of Work for \_\_\_\_\_ for the  
\_\_\_\_\_ ("Task Order") effective as of \_\_\_\_\_, between  
\_\_\_\_\_ ("Client") and Witt O'Brien's, LLC ("Consultant").

WHEREAS, this Task Order is in support of the \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, and attached herein as an exhibit;

**WHEREAS**, the Client selected the Consultant to provide Services, as defined in the proposal ("Proposal") dated \_\_\_\_\_, and attached herein as an exhibit;

**NOW, THEREFORE**, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): \_\_\_\_\_
2. Parties mutually agree to add the following specific scope: \_\_\_\_\_
3. Parties mutually agree to add the following performance period: \_\_\_\_\_
4. Parties mutually agree to add the following not to exceed amount: \_\_\_\_\_
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

<b>Taylor County Sheriff's Office, FL</b>	<b>Witt O'Brien's, LLC</b>
<hr/> Name:	<hr/> Name:
Title:	Title:

**EXHIBIT A**  
**PROPOSAL FOR SPECIFIC WORK QUOTED**

## Professional Services Agreement General Terms and Conditions

This Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 2601 Maitland Center Parkway, Maitland, FL 32751 and **Taylor County, Florida** ("Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall be for five (5) years from the effective date and may be renewed for five (5) successive one (1) year periods upon mutual written agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A, Request for Proposals** and **Exhibit B, Consultant Proposal Response to Client Request for Proposal** attached hereto. This Agreement is on an "as needed" basis and no Work shall result from this Agreement without a Notice to Proceed from the Client to the Consultant.

### 3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

### 4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort and schedule required to complete any services directed by the Client will be determined following a Notice to Proceed. Consultant shall promptly notify Client if the Work following a Notice to Proceed affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

### 6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in **Exhibit B**. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

### 7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices in an amount equal to actual hours of services furnished multiplied by the billing rates set forth in **Exhibit B**. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

### 8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

### 9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.





## Professional Services Agreement General Terms and Conditions

### 10. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client.

### 11. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

### 12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

### 14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

### 15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Florida and venue of any litigation between the parties shall be exclusive in state court in and for Taylor County, Florida.

### 16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the above paragraph 15.

### 17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies to utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

### 18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: Taylor County  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: Thompson Consulting Services, LLC  
Attention: Jon Hoyle, President  
Address: 2601 Maitland Center Parkway  
Maitland, FL 32751

With a copy to:

Attention: Chad Brown, Chief Legal Officer  
Address: 2970 Cottage Hill Road  
Suite 190  
Mobile, AL 36606

### 20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.



## **Professional Services Agreement General Terms and Conditions**

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

F. **Exhibit C, Federal Uniform Guidance Requirements**, is incorporated into this Agreement.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

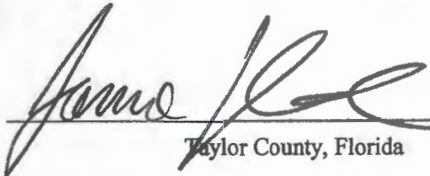


8

**Professional Services Agreement  
General Terms and Conditions**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

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

  
\_\_\_\_\_  
Taylor County, Florida

Name: Jamie English  
Title: Chairman  
Date: 05/28/2023

\_\_\_\_\_  
Thompson Consulting Services, LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena  
[lpna@thompsoncs.net](mailto:lpna@thompsoncs.net)  
(407) 792-0018 - Phone

# Contract for Disaster Debris Management

THIS CONTRACT is made this the 28<sup>th</sup> day of August, 2023 by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and the **Taylor County** a political subdivision of the **State of Florida** (herein referred to as "**County**").

## RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

## 1.0 SERVICES

### 1.1 **Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets,



roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

**1.2 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

**1.3 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.4 Right-of-Entry (ROE) Removal *(if implemented by the County)*:**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.5 Demolition of Structures *(if implemented by the County)*:**

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

**1.6 Private Property Waivers:**

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

#### **2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

#### **2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

General Liability and Worker's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of insurance will be issued to the successful bidder respondent within in thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance

policy showing Worker's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent who does not furnish the required documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next qualified responsive bidder/respondent who meets all bid specifications. The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability). The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim (Professional Liability). The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim unit.

**2.3.4 Insurance Cancellation / Renewal:**

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

**3.3 Payment and Performance Bonds:** Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

**3.4 Time to Complete:**

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

**3.5 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

### **3.5.1 Extensions (optional):**

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

### **3.6 Term of Contract:**

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

### **3.7 Contract Renewal:**

This Contract may be renewed for two (2) additional one-year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

### **3.8 Contract Termination:**

This Contract shall terminate upon 30 thirty days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

## **4.0 GENERAL RESPONSIBILITIES**

### **4.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

### **4.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.



#### **4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

#### **4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

#### **4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

#### **4.6 Ownership of Debris (optional):**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

#### **4.7 Disposal of Debris:**

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

#### **4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

#### 4.9 FEMA PROVISIONS

1. **Equal Employment Opportunity.** CONTRACTOR shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Purchase Order.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c).**

- (1) Contractor. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Addendum.
- (2) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).**

(1) All transactions regarding the Purchase Order shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146- 3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

### **4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this Section, CONTRACTOR, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (1) of this Section.



**(4) Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section.

**5. Clean Air Act (42 U.S.C. 7401 et seq.)**

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 6

**6. The Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).**

(1) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 7

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

**8. Debarment and Suspension (E.O.s 12549 and 12689).**

(1) The Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the Purchase Order is valid. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **9. Procurement of Recovered Materials.**

(1) In the performance of the Purchase Order, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired: a. Competitively within a time frame providing for compliance with the contract performance schedule.

b. Meeting contract performance requirements; or C. At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. (3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

## **10. Access to Records.**

(1) CONTRACTOR agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions. (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order

(4) In compliance with the Disaster Recovery Act of 2018, the COUNTY and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**11 Use of DHS Seal, Logo, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**12. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**13. Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

**14. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**15. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** as required by the provisions of 24 CFR Part 570.503 (b) (4) and 24 CFR Part 570.502.

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

### **5.2 Multiple, Scheduled Passes (optional):**

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

### **5.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### **5.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

**5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

**5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

**5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

**5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

**5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.



#### **5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

#### **5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

#### **5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

#### **5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

### **6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

#### **6.1 Accountable Debris Load Forms:**

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

#### **6.2 Reports:**

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

##### **6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

##### **6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

**6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

**6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

**6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See RFP Price proposal**

**7.2 Billing Cycle:**

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

**7.5 Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

**8.0 MISCELLANEOUS**

**8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor:** CrowderGulf  
5629 Commerce Blvd E  
Mobile, AL 36619  
800-992-6207  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

**County:** John Louk, Director  
Taylor County Sherriff's Office  
Division of Emergency Management  
591 US Highway 27 East  
Perry, FL 32347  
850-838-3575  
Email \_\_\_\_\_

**8.2 Applicable Law:**

This Contract shall be governed by the laws of the State of Florida. All legal action (litigation) necessary to interpret or enforce any of the provisions of this Contract, i.e., venue, shall be exclusively in State Court in Taylor County, Florida and the Contract shall be interpreted by the laws of the State of Florida.

**8.3 Entire Contract/Amendments:**

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

**8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**CrowderGulf Joint Venture, Inc.**

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:

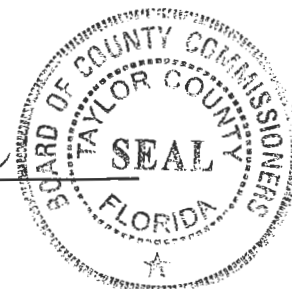
**Taylor County, FL**

By: [Signature]  
Name:

Title: Chairperson

ATTEST:

[Signature]  
Name:





## Debris Management Services Contract

*By and Between*

**Taylor County, Florida**

*and*

**Ceres Environmental Services, Inc.**

This Contract is made and entered into on the dates hereinafter indicated, by and between **Taylor County, Board of County Commissioners**, County of State of Florida, hereinafter referred to as "Taylor County", and **Ceres Environmental Services, Inc.**, hereinafter referred to as "Ceres", a Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Corporate Secretary, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, Taylor County requires a standby contract for disaster debris removal services; and

WHEREAS, Taylor County prepared and issued an Invitation To Bid - Disaster Debris Removal, requesting proposals from qualified firms, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Ceres submitted a formal proposal in response to the Request dated July 18, 2023, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, Ceres submitted the Proposal, contained relevant pricing information, hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, Taylor County and selected Ceres are now desirous of entering into a final and binding contract for the Request in accordance with the Exhibit documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Taylor County and Ceres hereby agree as follows, to-wit:

**1. GENERAL TERMS**

This Contract will commence upon signature of Taylor County.

Ceres will provide The Request to Taylor County in accordance with the terms and conditions stated herein, and those contained in the Request, Proposal, and Fee Schedule (Exhibits "A" "B" and "C").

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide The Request
2. The Request for Proposal and any and all Addendums ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

**2. SCOPE OF SERVICES**

Taylor County hereby engages Ceres to provide The Request in accordance with the terms and conditions stated in Exhibit "A". The Scope of Work specifically includes those items listed in "Scope of Work, included in Exhibit A. This Contract is a pre-placement contract that can be activated by Taylor County in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of Ceres' services under this Contract will therefore be on an as-needed basis as requested by Taylor County. The Scope of Work may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

**3. MAXIMUM CONTRACT AMOUNT**

The Contract is based on Unit Pricing as set forth in the Fee Schedule, Exhibit C.

**4. CONTRACT PERIOD**

This contract will commence on signature of Taylor County and end on August 31, 2025 with the option to renew for an additional two (2) one (1) year terms, upon agreement by both parties under the same terms and conditions. Services under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

**5. PRICE ADJUSTMENT ALLOWANCE**

Taylor County will allow a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. Taylor County shall have the sole discretion to honor or reject the Contractor's request for a price increase.

**6. OWNERSHIP OF DEBRIS**

All debris, including regulated hazardous waste, and white goods, shall become the property of Ceres for removal and lawful disposal. Ceres is permitted to retain any revenues generated from recycled goods such as white goods, metals etc. This list does not contain all recycled goods that Ceres may retain profits from.

**7. AUDIT OF RECORDS**

The monitoring and auditing of Ceres' records shall be allowed to Taylor County's Finance Department, and any other appropriate Taylor County entities, or other third parties as designated by Taylor County with a ten (10) day written request. All documents pertaining to this Contract shall be made available to Taylor County, Florida for up to five (5) years beginning on the commencement of the Contract and ending at midnight on the last day of five (5) years thereafter.

## 8. INSURANCE REQUIREMENTS

### Insurance:

Prior to commencing work, Ceres shall procure and maintain, at Ceres' own cost and expense for the duration of the agreement, the following insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work or services hereunder by Ceres, agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Proposal.

Ceres shall maintain limits no less than: Commercial General/Umbrella Liability Insurance- \$5,000,000.00 aggregate/one million dollars \$1,000,000.00 per occurrence. Coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos



This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for Taylor County, whether or not Ceres is otherwise required by law to provide such coverage.

Environmental Liability Insurance- \$2,000,000 per occurrence. Pollution Liability Insurance Covering claims for injuries to members of the public or damage to property of others arising out of covered act or omission of the Contractor or any of its employees, agents, subcontractors, or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

#### Other Insurance Provisions

##### Commercial General Liability and Automobile Liability Coverage's

The Taylor County Members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Ceres; products and completed operations of the Ceres or premises on which Ceres is performing on behalf of Taylor County. The coverage shall contain no special limitations on the scope of protection afforded to Taylor County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Ceres' insurance coverage shall be primary insurance as respects the Taylor County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Taylor County, members their Commissions, boards, commissions and committees, officers, agents employees and volunteers shall be in excess of Ceres' insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Taylor County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state Ceres' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's' Compensation and Employer's Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against Taylor County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Ceres in the performance of services under this agreement. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this contract with a limit of not less than \$1,000,000.00

Umbrella Liability Coverage – Ceres' shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the proposer, with a minimum limit of \$10,000,000.00.

All Coverage's Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to Taylor County.

If Ceres, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, this shall be deemed a material breach of contract. Taylor County, at its sole option, may terminate their respective Agreement and obtain damages from the Ceres resulting from said breach.

Alternatively, Taylor County may purchase such required insurance coverage, but has no special obligation to do so. Without further notice to Ceres, Taylor County may deduct from sums due to Ceres any premium costs advanced by Taylor County for such insurance.

Taylor County names as "additional insured" as its interest may appear.

#### Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by Taylor County. At the option of Taylor County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Taylor County, members of its Taylor County Commissions, boards, commissions and committees, officers, agents, employees and volunteers; or Ceres shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

#### Acceptability of Insurers

Insurance is to be with Florida admitted insurers rated A or better by A.M. Best's rating service.

#### Verification of Coverage

Ceres shall furnish Taylor County with certificates of insurance, with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by Taylor County before work commences.

#### Subcontractors

Ceres shall include each of its subcontractors as insureds under the policies of insurance required herein.

#### Subrogation

All insurance shall include a waiver of subrogation in favor of Taylor County and principals for whom Taylor County is working, including any and all co-lessors of such principal, and shall be subject to the approval of Taylor County. Insurance provided for comprehensive general liability, comprehensive automobile and water vehicle liability, and umbrella liability shall name Taylor County as an additional insured party and shall be primary. Certificates shall indicate the waiver of subrogation in favor of Taylor County and any principal for whom Taylor County is working, including any and all co-lessors of such principal, and the contractual

liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to Taylor County.

#### **9. TERMINATION**

This Agreement may be terminated by Taylor County or Ceres, should Ceres or Taylor County fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement.

##### Termination for Convenience

Taylor County may terminate this Contract, at any time, for any reason by giving at least fifteen (15) days notice in writing to Ceres. Taylor County, at its option, may give Ceres a reasonable period of time to cure the noncompliance. If the Contract is terminated by Taylor County as provided herein, Ceres will be entitled to receive payment for those services reasonably performed to the date of termination.

##### Termination for Cause

If Ceres fails to comply with any of the terms and conditions of this Contract, Taylor County may give notice, in writing, all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Taylor County, Florida may, with no further notice, declare this Contract terminated. Ceres will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by Taylor County, by reason of Ceres' failure to comply with this Contract.

##### Delays And Excused Performance/Force Majeure

Ceres shall not be considered in default by reason of failure, which arises out of causes reasonably beyond Ceres' control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, Taylor County's omissive

and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

**10. INDEPENDENT CONTRACTOR**

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, Ceres shall be acting in the capacity of independent contractor and not as an employee of Taylor County. Taylor County shall not be obligated to any person, firm, corporation, or other entity of any obligation of Ceres arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Ceres shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Ceres understands and agrees that Taylor County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of Ceres, as Ceres is an independent contractor.

**11. CONTRACT EXECUTION AND AMENDMENT**

This Contract, together with Exhibit A, B, and C represent the entire agreement between Taylor County and Ceres. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

**12. APPLICABLE LAW AND VENUE**

This Contract shall be consummated in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in a District Court of Taylor County, State of Florida; and by entering into this Contract, Ceres expressly waives any objections it has or may have to jurisdiction and venue, regardless of Ceres' residence or domicile.



### **13. INDEMNIFICATION**

To the fullest extent permitted by law, Ceres shall protect, defend, indemnify, save and hold harmless Taylor County, all Taylor County departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Ceres, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by Ceres as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of Taylor County, its agents and/or employees. Ceres agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or causes of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

### **14. NOTICES**

Any communications by either party to the other shall be deemed to be duly given if set forth in writing, and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to Taylor County, Florida at the following address:

John Louk, Director  
Taylor County Sheriff's Office  
Division of Emergency Management  
591 US Highway 27 East  
Perry, FL. 32347  
(850) 838-3575

Notices should be sent to CERES at the following address:

CERES ENVIRONMENTAL SERVICES, INC.  
ATTN: Tia Laurie  
6968 Professional Parkway  
Sarasota, FL 34240  
800-218-4424

Written notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

**15. SEVERABILITY**

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

**16. ASSIGNMENT**

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of Taylor County.

#### **17. DISCRIMINATION CLAUSE**

Ceres agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Ceres agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Ceres agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Ceres, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **18. OWNERSHIP OF RECORDS**

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Ceres in connection with the performance of the services contracted herein, shall become the property of Taylor County, and shall, upon request, be returned by Ceres to Taylor County at Ceres' expense, at the termination or the expiration of this Contract.

#### **19. FEDERAL CLAUSES**

Ceres agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

**A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(1) In accordance with 2 C.F.R. § 200.321, Ceres shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps for the prime contractor to take regarding subcontractors must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

**B. Debarment and Suspension:**

Taylor County and Ceres are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CERES is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Ceres must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Ceres. If it is later determined that CERES did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Taylor County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) CERES agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**

Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

**D. DHS Seal, Logo, and Flags**

Ceres shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



#### **E. Compliance with Federal Law, Regulations, and Executive Orders**

Contract financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **F. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **G. Program Fraud and False or Fraudulent Statements or Related Acts**

Ceres acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. Ceres SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

#### **H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical *technology* of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting* requirement.

(1) In the event the Ceres identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Ceres is notified of such by a subcontractor at any tier or by any other source, Ceres shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Ceres shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Ceres shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

Ceres shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **I. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, Ceres should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

#### **J . COPYRIGHT AND DATA RIGHTS**

Ceres grants to the Taylor County, Florida, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly

such data. For data required by the contract but not first produced in the performance of this contract, Ceres will identify such data and grant to Taylor County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Ceres will deliver to Taylor County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Taylor County.

**[ X ] Federally Assisted Construction Contract**

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, Ceres agrees as follows:

(1) Ceres will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Ceres will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Ceres agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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



(3) Ceres will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

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

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

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

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

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

(8) Ceres will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Ceres will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event Ceres becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Ceres may request the United States to enter into such litigation to protect the interests of the United States.

Taylor County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if Taylor County so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Ceres and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such

information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Taylor County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Ceres debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Ceres and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Taylor County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

**[X ] PROCUREMENT OF RECOVERED MATERIALS**

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

(1) In the performance of this contract, Ceres shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

**[ X ] FEMA REQUIREMENTS**

**(1) CHANGE OR MODIFICATION.**

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, Ceres shall comply with the following:

**CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS**

(1) Without invalidating the contract, Taylor County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Services within the scope of the Request must be accomplished by means of appropriate Field Orders, Change Orders, or Amendments.

(2) The Contract Administrator shall have the right to approve and issue Field Orders, Change Order, or Amendments setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order, Change Order, or Amendment involves no change in the Contract Price or the Contract Time.

(3) Changes in the quantity or character of the Services within the scope of the Request which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders or Amendments approved in advance and issued in accordance with the provisions of Taylor County's Procurement Code, as amended from time to time.

Taylor County's Procurement Code Sec. 2-322 (6), Contract change order. When a change order becomes necessary for any contract approved by ~~council~~commission—\_resulting in an increase over the contract price, the following procedures shall be observed: a. Any subsequent change to a contract approved by ~~council~~commission shall be brought back before ~~council~~commission for review and approval or disapproval prior to the commencement of the work contemplated under the proposed change order. b. Any contract entered into by the ~~town~~county shall contain this clause: Contractor (or Provider) recognizes and acknowledges that, notwithstanding any provision to the contrary in this Contract, Contractor (or Provider) shall not be paid for any change order which does not comply with the provisions of ~~Town~~County Ordinance Chapter 2, Article V, Division 2, Sections 2-322 and 2-323.

**(2) ACCESS TO RECORDS.**

(a) In addition to the requirements of Executive Order 11246 of September 24, 1965, Ceres and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).



(b) CERES agrees to provide Taylor County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Ceres which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) Ceres agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) Ceres agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

**[X] CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS**

**Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

(3) Withholding for unpaid wages and liquidated damages. Taylor County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Ceres or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(4) Subcontracts. Ceres or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS  
IN EXCESS OF \$150,000.00**

(1) Ceres agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Ceres agrees to report each violation to Taylor County and understands and agrees that Taylor County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) Ceres agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.  
FEDERAL WATER POLLUTION CONTROL ACT (1) CERES agrees to comply with all

applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(4) Ceres agrees to report each violation to Taylor County and understands and agrees that Taylor County, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

**"Compliance with the Copeland "Anti-Kickback" Act.**

Ceres shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Ceres or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Ceres shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Ceres and subcontractor as provided in 29 C.F.R. § 5.12.

**20. GOVERNING LAW**

This agreement shall be governed under the laws of the State of Florida, ~~with jurisdiction in the Third Judicial Circuit, Taylor County, Florida or in the United States District Court for the Northern District of Florida.~~

**21. VENUE**

Venue of any litigation on this Contract shall be exclusively in state court in and for Taylor County, Florida.

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IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

WITNESS:

Gary Knowles

Taylor County, Florida

By: Jamie English

Printed Name: Jamie English

Date: 08/28/2003

Title: Chairman

APPROVED AS TO FORM:

County Attorney

WITNESS:

\_\_\_\_\_

CERES ENVIRONMENTAL SERVICES, INC.

By: \_\_\_\_\_  
Tia Laurie – Corporate Secretary

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





**BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**To be submitted with each bid or offer exceeding \$100,000.00**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary  
Name and Title of Contractor's Authorized Official

Date \_\_\_\_\_

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES,  
AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated \_\_\_\_\_, 20\_\_\_\_

Ceres Environmental Services, Inc.  
Contractor

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

By: Tia Laurie, Corporate Secretary  
(Name and Title)

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

The Board to consider approval of letter of Engagement between Taylor County and Ketcham Appraisal Group, Inc. for the “Yellow Book” Appraisal for the possible acquisition of the 3.95-acre site known as Spring Warrior.

**MEETING DATE REQUESTED:**

08/29/2023

**Statement of Issue:** Board to review and approve the letter of engagement between Taylor County and Ketcham Appraisal Group, Inc. for the “Yellow Book” Appraisal for the possible acquisition of the 3.95-acre site known as Spring Warrior.

**Recommended Action:** Approve

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

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

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

**Contact:** melody.cox@taylorcountygov.com

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

**History, Facts & Issues:** The County will have \$600,000 available for the possible acquisition of the 3.95-acre site known as Spring Warrior. The grant will also fund associated acquisition costs. The County is required to have a federally approved appraisal completed known as a “Yellow Book” appraisal, an environmental assessment, and a survey completed prior to the start of the acquisition process. It is important to note, the grant will ONLY fund the appraised value of the purchase/acquisition of the site. If the County should choose to pay over the appraised value, the County will be responsible for the additional costs and will need approval from the Gulf Consortium and the Department of Treasury. The Willing Seller Statement for the site is in effect until December 31, 2023.

**Attachments:** Ketcham Appraisal Group, Inc. Letter of Engagement

# KETCHAM APPRAISAL GROUP

Clay B. Ketcham, MAI  
SRA, AI-GRS  
Florida State Certified  
General Appraiser RZ226  
Georgia State Certified  
General Real Property  
Appraiser CG004509

July 20, 2023

Sent via email to: [purchasing@taylorcountygov.com](mailto:purchasing@taylorcountygov.com)

Sarah Weirick  
Purchasing Director  
Taylor County BCC  
201 E. Green St.  
Perry, FL 32347

Eminent Domain

Expert Witness

Litigation Support

Market Analysis

Highest & Best Use Analysis

Damage Studies

Cure Analysis

Easements

Road Widening Projects

Inverse Condemnation

Bankruptcy

Estates

Divorce

Residential

Commercial

Office

Multi Family

Retail

Re: Appraisal of Spring Warrior Site  
Taylor County, FL

Dear Ms. Weirick:

It is our pleasure to submit this scope of service letter for the appraisal of the above referenced property.

Our work will be subject to the ethics of the Appraisal Institute along with the general assumptions and limiting conditions, the Document Request (Attachment A), and the Terms and Conditions (Attachment C) which are made a part of the agreement.

**Client:**

Taylor County BOCC  
201 E. Green St.  
Perry, FL 32347

**Subject Property:**

The property to be valued is identified as Spring Warrior Site.

**Property Type:**

Vacant, unimproved tract

**Interest to be Valued:**

Fee simple interest

— 1203 Thomasville Road  
P.O. Box 13403  
Tallahassee, Florida 32317  
(850) 681-9400  
[ketchamgroup.com](http://ketchamgroup.com)

**Intended Use:**

To assist Client in acquiring the property in a voluntary real estate transaction.

**Intended User(s):**

The only intended user of this report is Taylor County. No other users have been identified in the scope of work agreement.

Unless specifically named, no other user is authorized to use or rely on this appraisal report.

**Type of Value:**

Market value. Market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."<sup>1</sup>

**Date of Value:**

Current date of value.

Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.

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<sup>1</sup> *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed.



**Anticipated Scope of Work:**

The scope of work is a result of several factors that an appraiser considers in developing creditable assignment results. Creditable results are measured in relation to the scope of work agreement.

The following elements will be a part of the scope of work:

- An in-person view of the subject property.
- Using public records information about the property;
- Gathering information on comparable sales and general market data;
- Applying the appropriate approach to value.
- The report will conform to the Uniform Appraisal Standards for federal land acquisition (Yellow Book).

On-site property view will a part of the scope of work. On-site views of real estate are made solely for the purposes of appraisal and not for any other purposes.

The square footage of the improved property will be obtained from public records sources unless otherwise stated. Should square footage of improvements be required, these services will be outsourced to architects, engineers, or contractors.

Property inspection reports provided prior to starting work will be considered in the valuation. Reports provided after the valuation will not be considered without a new scope of work agreement.

**Report Option and Format:**

Yellow Book ASFA

The report option is based on the intended use, intended users, and other scope of work issues that result in the level of reporting needed.

**Special Conditions:**

None.

**Appraisal Fee:**

\$4,234

**Payment Terms:**

It is unethical for an appraiser to accept an assignment, or to have a compensation arrangement for an assignment that is contingent on any of the following:

1. The reporting of a predetermined result (e.g. opinion of value).
2. A direction in assignment results that favors the cause of the client.
3. The amount of a value opinion.
4. The attainment of a stipulated result.
5. The occurrence of a subsequent event directly related to the appraiser's opinion and specific to assignment's purpose.<sup>1</sup>

You may or may not agree with the value opinion expressed in our appraisal and your obligation to pay the agreed fee is not contingent on any of the items identified above.

**Delivery Date:**

Approximately 30 business days from authorization to proceed and receipt of any retainer and information that may be required.

Appraiser will use their best efforts to deliver the report no later than such date. Delivery of the report is contingent on timely receipt of information and documentation from Client and other parties. In the event of a delay beyond that date, Appraiser will inform Client as soon as reasonably practicable.

**Hypothetical conditions,  
Special/Extraordinary  
assumptions:**

None known.

**Property Documentation**

Client agrees to provide all requested documentation, if available. See Attachment "A" before beginning work on this engagement. Client agrees to provide a copy of sales contract if property is under contract for sale. Delays in receipt of requested documentation may result in delay of delivery of the appraisal report within the estimated business days anticipated.

These documents include any listing, option, contract, or unsolicited offer over the past three years.

Sometimes, clients do not want to disclose the current contract and listing history. Clients can have legitimate reasons for not disclosing this information. Our standards require that we ask for this information, but you are not required to provide it. However, this can create post-appraisal complications for the client, if the results of the appraisal report raise questions for the client that could have been addressed during the valuation process, had that information been available.

This letter of engagement has our typical general assumptions and limiting conditions, as well as attachments A, B, and C that are also part of this scope of work:

Attachment A: Documentation Requested

Attachment B: Appraisal Services Agreement

Attachment C: Terms and Conditions

Your signature below, agreeing to the scope of work outlined in this letter of engagement and its attachments A, B, and C, is necessary before we begin our work.

Client: Taylor County BOCC

Firm: Ketcham Appraisal Group, Inc

Dated: 8/28/2023

Dated: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Print name: Jamie English

Print name: Clay Ketcham

Title: Chairman

Title: Director, Ketcham Appraisal Group, Inc

Address: 201 E. Green St.  
Perry, FL 32347

Address: 1203 Thomasville Rd  
Tallahassee, FL 32303

## **General Assumptions & Limiting Conditions**

This appraisal report has been made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal descriptions or for matters including legal or title considerations. Title is to the property and is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to the accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the



field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is not such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act unless otherwise stated in this report. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser and, in any event, only with proper written authorization and only in its entirety.
17. The appraiser herein by reason of this appraisal is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
19. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may or may not be the market value of the component.

#### **UNAPPARENT CONDITIONS**

This appraisal and inspection are not a building inspection, structural conditions inspection, or any other type of inspection. The appraiser is not acting as a building inspector, structural engineer, or any inspector. In performing the limited view of this property, areas that were readily accessible were visually observed and the view is superficial only. We advise you to have the structure inspected by a qualified person that offers such warranted inspection.



### **USE OF THE APPRAISAL**

Possession of this report, or a copy thereof, does not carry the right of publication and it may not be used for any other purpose. Unauthorized printing, copying, duplication, or electronic storage of any part or in total of this report is prohibited.

Acceptance and use of this appraisal constitute acceptance of the General Assumptions and Limiting Conditions on which it was based. We assume that you are satisfied that there are no errors or omissions discovered if not brought to our attention within 10 days of receipt of this report. Our responsibilities are complete upon delivery and acceptance of the appraisal report.

If you use this report for any unintended use or present a copy to any unidentified third party or entity, you agree to indemnify and hold harmless and defend any action against us as a result of the distribution of the report for an unidentified use or unidentified third party user.

### **LEGAL MATTERS**

The legal description (if used) in this report is assumed to be correct. However, it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments, overlapping, or other discrepancies.

Any sketches in the report are included to assist the reader in visualizing the property. We have not made a survey and assume no responsibility for any survey that may be presented.

If the property is appraised as an unencumbered fee simple estate, not used in violation of acceptable ordinances, statutes or other governmental regulations, we assume no responsibility for matters legal in nature and title to the property is assumed to be marketable.

All mortgages, liens, encumbrances, and leases have been disregarded unless specifically addressed in the appraisal report. The subject property is appraised as if under responsible ownership and competent management.

Our written reports are developed in a manner that represents the due diligence and care standard of the appraisal profession. Perfection is impossible to obtain, and competence does not require perfection. Appraisal is not a science; it is an art. Appraisals are simply opinions of value based on the appraiser's analysis of the property and data, not a fact to be found.

### **INFORMATION AND DATA**

The information as to the description of the improvements, as well as any income and expense information of the property as submitted by the client for this appraisal or that has been obtained by our office, is considered to be accurate and reflects the subject condition as of the date of appraisal. We believe the information provided is authentic.

The information contained in this report, and information furnished by others, is not guaranteed. The data was gathered from reliable sources believed to be accurate. If data is discovered to be incomplete or inaccurately provided to us, the value opinion may be different.

## **Attachment A**

Documents requested (if applicable) prior to beginning work are listed as follows:

- (1) Any current contract for sale/purchase
- (2) Any contracts for sale/purchase that were not executed within the past three years
- (3) Any current or expired listings within the past three years
- (4) Terms and conditions of any purchase or sale of the property in the past three years
- (5) A legal description of the subject property, easements or restrictions, reservations.
- (6) A survey of the subject property.
- (7) A site plan for the development showing the location of all buildings.
- (8) Set of building plans, including site plan, floor plans, and elevations
- (9) Operating expense history for the property for the last three (3) years, or an anticipated operating budget.
- (10) Copies of all leases
- (11) Rent roll or lease abstract
- (12) A detailed breakdown of original construction costs for the building, including any recent additions (if within the past three years).
- (13) Copies of any environmental reports prepared on the subject property.
- (14) Copies of any deed restrictions, landowner agreements, or development agreements affecting the use of the subject property.
- (15) Copies of any special zoning ordinances or restrictions applicable to the subject property.
- (16) Copies or abstracts of any ground leases.
- (17) Details and cost of any major capital projects or repairs (within the past three years).
- (18) Any other information that you are aware of that would affect our opinion of value.

## **Attachment B**

### **APPRAISAL SERVICES AGREEMENT**

July 20, 2023

Ketcham Appraisal Group, Inc  
1203 Thomasville Rd  
Tallahassee, FL 32303

Jamie English  
Chairman  
Taylor County BOCC  
201 E. Green St.  
Perry, FL 32347

Ketcham Appraisal Group ("Appraiser") is pleased to present this agreement for appraisal services to Taylor County ("Client"). Please sign and return a copy to accept these terms and conditions for the engagement. We look forward to being of service to you.

Client and Appraiser agree to the terms of engagement set forth below. This Appraisal Services Agreement and the Terms and Conditions ("Terms and Conditions"), which is attached hereto, shall be collectively referred to as the "Agreement". The parties agree that specific information about the property to be valued shall be agreed to by the parties in separate written Engagement Letter(s). Such Engagement Letter(s) are expressly incorporated herein by reference and are made part(s) of this Agreement.

When capitalized below, the term "Personnel" refers to any and all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.

- 1. Property Documentation.** Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the agreed-upon delivery date.
- 2. Appraisal Statements and Conditions.** The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal. Appraiser's anticipated Appraisal Conditions at this time are attached and incorporated into and form part of this Agreement. Additional Appraisal Conditions may be developed during performance of the appraisal and set forth in the report.

- 3. Incorporation of Terms and Conditions for Appraisal Services and Reports.** The Terms and Conditions, the Appraisal Services Agreement, and any Engagement Letters entered into pursuant to the Terms and Conditions and Appraisal Services Agreement forms material parts of this Agreement and are no less important than any other part. The Terms and Conditions also will be attached to and incorporated into Appraiser's report. As between Client and Appraiser, the following modifications of the Terms and Conditions for Appraisal Assignments shall apply:

None.

- 4. Confidentiality.** Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional standards. Client agrees that Appraiser and its Personnel may disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law, and as necessary for compliance with professional standards. Client consents to and authorizes Appraiser and its Personnel to disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, in response to threatened or actual legal or regulatory actions or for insurance coverage of such matters. Appraiser's duties of confidentiality to Client under applicable laws and professional standards shall continue following completion of Appraiser's services under this Agreement.
- 5. When Appraiser's Obligations Are Complete.** Appraiser's obligations under this Agreement are complete when the appraisal report specified above has been delivered to Client. Appraiser agrees to be reasonably responsive to Client's legitimate inquiries regarding the contents of the report after delivery.
- 6. Withdrawal of Appraiser prior to Completion of Assignment.** Appraiser may withdraw without penalty or liability from the assignment(s) contemplated under this Agreement before completion or reporting of the appraisal in the event that Appraiser determines, at Appraiser's sole discretion, that incomplete information was provided to Appraiser prior to the engagement, that Client or other parties have not or cannot provide Appraiser with documentation or information necessary to Appraiser's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, that Appraiser becomes aware that he or she lacks the competency needed for the assignment within the meaning of applicable professional standards, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. Appraiser shall notify Client of such withdrawal in writing.
- 7. Cancellation of Assignment by Client.** Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report upon written notification to Appraiser. Client shall pay Appraiser for work completed on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.



**PARTICIPATION REQUEST FORM**  
**FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

\_\_\_\_\_ (hereinafter referred to as the "Applicant"), requests to participate in the Florida Recovery Obligation Calculation (F-ROC) program. The F-ROC program is an initiative, sponsored by the Florida Division of Emergency Management (hereinafter referred to as the "Division"), that assists Applicants in identifying risk in their organization and develops a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process.

Applicant's name:	
Applicant's unique entity identifier:	
Applicant's FEIN:	
Applicant's Address:	

**(1) DEFINITIONS**

1. Disaster Readiness Assessment (DRA): The Disaster Readiness Assessment is a questionnaire completed prior to a disaster that evaluates the Applicant's risk of deobligations in the Public Assistance program.
2. Post Disaster Questionnaire (PDQ): The Post Disaster Questionnaire is completed after each Federally declared event to gather Applicant specific information regarding training and utilization of forms.
3. Expedited Projects: Applicants may submit Expedited Projects to FEMA if they have an immediate need for funding to continue life-saving emergency protective measures. If approved, the Applicant will be awarded 50% of the Federal portion of the FEMA-confirmed project cost based on initial documentation.
4. Obligated: FEMA obligates funding once a project meets Stafford Act eligibility requirements.
5. Deobligated: FEMA deobligates funding if previously obligated costs have been determined to be ineligible under the Public Assistance program.
6. Emergency Management Accreditation Program (EMAP): A voluntary standards, assessment, and accreditation process for disaster preparedness programs.



**(2) CONTACT**

Applicant Point of Contact:	
Telephone:	
Email:	

Division Point of Contact:	Recovery Bureau
Telephone:	(850) 815-4400
Email:	F-ROC@em.myflorida.com

- a. In the event that different representatives or addresses are designated by either party after submittal of this Participation Request Form, a notice of the name, address and email of the new representative will be provided to the other party in writing via letter or electronic email.

**(3) TERMS AND CONDITIONS**

Upon the Applicant submitting, via electronic mail to F-ROC@em.myflorida.com, the signed Participation Request Form for the F-ROC program and completing the mandatory Opt-In training course, the Applicant will receive the minimum/baseline score of 20% for work completed projects and work to be completed projects.

- a. Pursuant to this Participation Request Form, the initial opt-in will be for two (2) years and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects. Annual renewal of this Participation Request Form will begin in January of the year in which the form is set to expire.
- b. To complete the participation process and receive the 20% baseline, the Applicant must:
  - i. Complete the Opt-In training course with a score of 100%; and,
  - ii. Submit the signed Participation Request Form.
- c. If an Applicant wishes to increase their score, they can do so by completing the optional items listed below:
  - i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities.
  - ii. Complete the Post Disaster Questionnaire (PDQ).
  - iii. Utilize the Division's standardized F-ROC forms.
  - iv. Training (excluding the Opt-in and Leadership courses).
- d. This Participation Request Form will not apply to any Expedited Projects.
- e. The deadline to opt-in to the initial term of the F-ROC program, is September 30, 2023.

- f. The implementation of the F-ROC program does not guarantee funding for Applicants. Funding will remain dependent upon obligation by FEMA and the Applicant will be liable for repayment (See (7) REPAYMENTS) upon deobligation by FEMA of any dispersed funds.
- g. If the Applicant seeks to "opt-out" of F-ROC, the Applicant must make a request to that effect in writing to the Division, on their letter head and duly signed by an authorized representative of the Applicant.
- h. The deadline to complete the DRA, pursuant to this Participation Request Form, is December 31, 2023.
- i. The deadline to complete any abatement activities shall be March 31<sup>st</sup> of the calendar year after the Participation Request Form or renewal has been executed.
- j. The Applicant shall have sixty (60) days from the date their County is designated under the disaster declaration to complete the applicable PDQ. The PDQ must be completed in order to access additional points and increase the locked-in score. If the Applicant requests an extension on completing the PDQ, such an extension request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.
- k. The Applicant and the Division will identify the key Points of Contact (POC) respectively.
- l. The Division reserves the right to remove an Applicant from the program. Furthermore, if the Division has reason to believe that the Applicant is engaged in fraud, waste, abuse, or noncompliance of State and/or Federal laws, the Division may impose a one (1) year prohibition upon the Applicant from participation in the program.
- m. The Applicant's failure to complete the criteria set forth in this Participation Request Form shall result in a default to the traditional method of dispersing obligated Public Assistance funds; Meaning, the Division will consider failure to complete the requirements as the Applicant voluntarily "opting-out" of the program.
- n. The Participation Request Form duration shall be two (2) years with annual "opt-in" renewals.

**(4) PERIOD OF PERFORMANCE**

This Participation Request Form survives and remains in effect after termination, for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the State and/or FEMA for each Category of Work type.

**(5) FUNDING**

- a. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation.
- b. By signing and returning the Participation Request Form for F-ROC, Applicants have the potential to

receive a score up to 80%. This score is made up of three components:

1. 20% Baseline score for signing and returning the Request Form.
  2. Up to a 40% score for completing the DRA.
  3. Up to a 20% score for completing the PDQ.
- c. Applicants who have received EMAP accreditation will receive an additional 5%.
- d. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be dispersed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- e. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

**(6) PAYMENT**

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Applicant.

**(7) REPAYMENTS**

- a. Refunds or repayments of obligated funds may be paid to the Division via offset with another obligated Public Assistance project, check or a payment plan, as approved by the Department of Financial Services.
- b. All refund or repayments due to the Division under this Agreement are to be made payable to the order of "Florida Division of Emergency Management" and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

This Participation Request Form shall terminate upon the expiration date of May 31, 2025, unless the Applicant renews annually. The Division reserves the right to remove an Applicant from the program. The Division and Applicant agree that all records will be maintained until the conclusion of all applicable record retention



FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM

periods.

IN WITNESS WHEREOF, the Applicant hereto has executed this Participation Request Form.

Applicant:

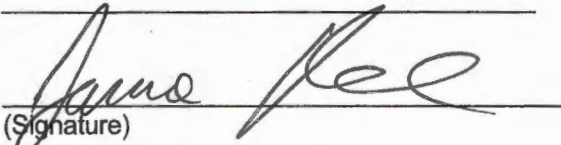
By:

(Signature)

Name:

Title:

Date:



Jamie English

Chairman

08/21/2023