## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

## PERRY, FLORIDA

## MONDAY, OCTOBER 2, 2023 6:00 P.M. 201 E. GREEN STREET

# TAYLOR COUNTY ADMINISTRATIVE COMPLEX OLD POST OFFICE

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

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	HOW ATTENDED	PORTION ATTENDED
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>	HOW ATTENDED	PORTION ATTENDED
CO ADMINISTRATOR	LAWANDA PEMBERTON	IN PERSON	ALL
ADM. NETWORKING	THERESA COPELAND	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
CO ENGINEER	KENNETH DUDLEY	IN PERSON	ALL
GRANTS WRITER	MELODY	PHONE	PARTIAL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

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

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

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

## 3. APPROVAL OF AGENDA:

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

ADD AS ITEM NO 22-A. THE BOARD TO FURTHER DISCUSS LEGISLATIVE APPROPRIATION REQUEST FOR EMERGENCY OPERATION CENTER, AS AGENDAED BY COUNTY ADMINISTRATOR.

## **CONSENT ITEMS:**

- 4. THE APPROVAL OF MINUTES OF SEPTEMBER 4, 2023, SEPTEMBER 12, 2023, AND SEPTEMBER 19, 2023.
- 5. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND	70249	THROUGH	70286	INCLUSIVE
<ul> <li>13<sup>TH</sup> PERIOD CHECKS: 70323</li> <li>INCLUSIVE</li> </ul>	THROUGH 70	345; 70380 T	HROUGH	70381
∘ FY 24 CHECKS:	70362	THROUGH	70375	INCLUSIVE
GENERAL FUND VOUCHERS	V70287	THROUGH	V70306	INCLUSIVE
<ul> <li>13<sup>TH</sup> PERIOD VOUCHERS:</li> <li>INCLUSIVE</li> </ul>	V703	46 THRC	OUGH V703	61
∘ FY 24 VOUCHERS:	V70376	THROUGH	V70379	INCLUSIVE
ROAD AND BRIDGE FUND	5017856	THROUGH	5017860	INCLUSIVE
<ul><li>13<sup>TH</sup> PERIOD CHECKS:</li><li>FY 24 CHECKS:</li></ul>	5017871 5017879			INCLUSIVE INCLUSIVE
ROAD AND BRIDGE FUND VOUCHERS	V5017861	THROUGH	V5017869	INCLUSIVE
○ 13 <sup>TH</sup> PERIOD VOUCHERS:	V5017872	THROUGH	V5017878	INCLUSIVE

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

- 6. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FROM GENERAL FUND RESERVE FOR CONTINGENCY AND INVOICE PAYMENT FOR FINAL INVOICE REGARDING TAYLOR COUNTY VS. STEINHATCHEE LANDING/ FILE NO. 16701-GTR., AS AGENDAED BY DANNIELLE WELCH, FINANCE DIRECTOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2020/2021 AND 2021/2022, ANNUAL REPORT, AND LOCAL HOUSING INCENTIVES CERTIFICATION, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

- 8. THE BOARD TO CONSIDER APPROVAL OF SHPO/THPO REQUEST FOR COMMENT LETTERS REQUIRED BY DEO FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROJECTS, AS AGENDAED BY THE GRANTS COORDINATOR.
- 9. THE BOARD TO CONSIDER APPROVAL OF BUDGET RELEASE AGREEMENT FOR TAYLOR COUNTY MARINE AND NATURAL RESOURCES EXTENSION AGENT POSITION FOR VICTOR BLANCO AND TO APPROVE FUNDS FOR THIS POSITION FOR THE 2023-2024 BUDGET YEAR, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT BETWEEN THE COUNTY AND NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
- 11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ACCEPT FLORIDA FIREFIGHTER ASSISTANCE GRANT AWARD, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
- 12. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NO. P00024 WITH THE VETERAN'S ADMINISTRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) MOU ELECTION FORM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON FEMA LICENSE/USE AGREEMENT FOR THE USE OF STEINHATCHEE COMMUNITY CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MOTION TO APPROVE ITEMS NO FOUR (4) THROUGH NINE (9) AND ELEVEN (11) THROUGH FOURTEEN (14).

MOVE TO ITEM NO. 22A ON THE AGENDA AND REVISIT ITEM NO. TEN (10).

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY			Χ			
NEWMAN			Х			
FEAGLE	Χ		Х			
DEMPS		Х	Х			

## MOTION TO APPROVE ITEM NO TEN (10).

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY		Χ	Χ			
NEWMAN			Х			
FEAGLE	Χ		Х			
DEMPS			Х			

## MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTRY, SHIP PROGAM ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION, COMMENT LETTERS, BUDGET RELEASE AGREEMENT, COMPREHENSIVE PLANNING SERVICES AGREEMENT, FLORIDA FIREFIGHTER GRANT AWARD LETTER AND AGREEMENT, LEASE AMENDMENT NO. P00024

## **PUBLIC REQUESTS:**

15. RHONDA MOERHING TO DISCUSS PROPERTY PURCHA	DERHING TO DISCUSS PROPERTY PURC	CHASE.
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MRS. RHONDA MOERHING- WOULD LIKE TO PURCHASE THE ALLEY AT THE END OF LUNDY LANE. REQUESTING TO BUY THE 20 FEET PLUS 100 FEET RIGHT OF WAY FROM THE COUNTY.

COMMISSIONER FEAGLE-WE SHOULD TABLE THIS UNTIL WE CAN RESEARCH MORE INFORMATION.

## **TABLED**

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH						
MOODY						
NEWMAN						
FEAGLE						
DEMPS						

MOTION CARRIED BY UNANIMOUS VOTE.

## **GENERAL BUSINESS:**

16. THE BOARD TO AUTHORIZE CHAIRPERSON AND COUNTY ATTORNEY TO NEGOTIATE CONTRACT RENEWAL WITH COUNTY ADMINISTRATOR, AS AGENDAED BY THE GARY KNOWLES, CLERK.

MOTION TO APPROVE CHAIRPERSON AND COUNTY ATTORNEY TO NEGOTIATE CONTRACT RENEWAL WITH COUNTY ADMINISTRATOR.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY			Χ			
NEWMAN			Χ			
FEAGLE	Х		Χ			
DEMPS		Х	Χ			

MOTION CARRIED BY UNANIMOUS VOTE.

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AFFIRM CONTINUED PURSUIT OF THE GRANGER BRIDGE REPLACEMENT PROJECT PURSUANT TO THE PREVIOUSLY APPROVED FLORIDA DEPARTMENT OF TRANSPORTATION FEDERALLY FUNDED LOCAL AGENCY PROGRAM AGREEMENT, AS AGENDAED BY THE COUNTY ENGINEER.

#### **DISCUSSION:**

COUNTY ENGINEER- FDOT WILL GIVE AN UPDATE ON GRANGER BRIDGE.

- MICHAEL, FDOT-THE BRIDGE CLOSED WITH A PUBLIC HEARING IN 2019 DUE TO NEEDING REPAIRS. ON FEBRUARY 15, 2022, THE BOARD APPROVED TO REPLACE THE BRIDGE WITH THE FEDERAL BRIDGE REPLACEMENT PROGRAM.
- COUNTY ENGINEER-FDOT RECEIVED 22 MILLION DOLLARS A YEAR FOR THE FEDERAL BRIDGE REPLACEMENT PROGRAM. IN 2023, ONLY ONE BRIDGE IN DISTRICT 2 WAS SHORTLISTED. WE WERE TASKED IN JUNE WITH TRYING TO PROVIDE OTHER OPTIONS FOR THE BRIDGE.
  - THE BRIDGE CAN'T BE SCALED BACK ANYMORE.
  - TWO-LANE CONFIGURATIONS WAS NOT CONSIDERABLE.
  - PEDESTRIAN ONLY, BUT WOULD ACCOMMODATE GOLF CARTS AT A COST OF \$1,050,000, WHICH IS NOT FUNDED BY FDOT.

WE PROPOSE THE ORIGINAL DESIGN OF THE BRIDGE AS BEING THE MOST FINANCIALLY EFFECTIVE AND ASKING TO CONFIRM THEIR CONTINUED SUPPORT OF THE ORIGINAL PLAN DESIGN.

- COMMISSIONER NEWMAN-WE CAN'T MEASURE THE FUTURE IMPACT IF WE DON'T GO FORWARD. WE JUST WENT THROUGH A NATIONAL DISASTER WITH HURRICANE IDALIA AND WERE ABLE TO SAFELY EVALUATE WITHOUT THE USE OF THE BRIDGE.
- MIKE WILLIAMS, STEINHATCHEE- WE KNEW THE STORM WAS COMING AND GOT OUT SAFELY.

  TAKE THE BRIDGE OUT AND LEAVE IT OUT.
- JEFF ROWE, STEINHATCHEE-SAFETY IS AN ISSUE WITH THE SPEED LIMIT AT 10 MPH. IF A NEW BRIDGE IS BUILT, SOMEONE WILL GET HURT.
- JJ MESSICK, SHADY GROVE-I LOOKED AT THE BRIDGE AND THIS WILL ONLY ACCOMMODATE 6-8 RESIDENCE.

BRENDA BURFORD, STEINHATCHEE-IN FAVOR OF THE NEW BRIDGE.

- CARLOS, STEINHATCHEE-NOT IN FAVOR OF THE NEW BRIDGE. THE GOVERNMENT HAS SPENT ENOUGH MONEY.
- JOHN DORE-THE PAVEMENT WILL END AT MY DRIVEWAY. WE LOVE THE AREA AND TAYLOR COUNTY. I DO NOT WANT THE BRIDGE AND IT WILL COST MONEY IN THE FUTURE FOR THE COUNTY. GRANGER SUBDIVISION IS NOT MEANT TO HAVE THAT MUCH TRAFFIC.
- JOHN DORE, SR., STEINHATCHEE- HOW DID THIS BRIDGE GET FUNDING SO FAST? IT NORMALLY TAKES 10 YEARS AND THIS ONLY TOOK 4.
- MELISSA, FDOT- DUE TO THE STRUCTURE AND THE CONDITION IS THE REASON IT WAS FUNDED SO QUICKLY.
- COUNTY ADMINISTRATOR- IF THE BRIDGE IS CLOSED, WHERE WILL PEOPLE TURN AROUND AT THE DEAD END?

COUNTY ENGINEER- PERSONAL PROPERTY.

COMMISSIONER FEAGLE- WHAT WILL IT COST TO REMOVE THE BRIDGE?

COUNTY ENGINEER- APPROX. \$50,000 TO THE COUNTY.

#### MOTION TO TERMINATE THE LAP AGREEMENT AND REMOVE THE BRIDGE ALL TOGETHER.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY	Χ		Χ			
NEWMAN		Χ	Χ			
FEAGLE			Χ			
DEMPS			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

## **COUNTY STAFF ITEMS:**

18. THE BOARD TO CONSIDER APPROVAL OF THE PROPOSED ALLSTATE CHANGE ORDER FOR THE TAYLOR COUNTY JAIL REHAB AND HOUSING ADDITION DESIGN/BUILD PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

#### **DISCUSSION:**

COUNTY ENGINEER-WE ARE DOING A HOUSING ADDITION AT THE JAIL. DURING CONSTRUCTION, ALLSTATE WILL HAVE TO DO MORE TO THE EXISTING FACILITY THAN ORIGINALLY ANTICIPATED. THE CHANGE ORDER OF \$85,470.00 – WE ARE REQUESTING TO USE THE \$45,837.89 FROM INMATE MEDICAL AND THE BALANCE FROM GENERAL FUND RESERVES (\$1,066,777.50) FOR CONTINGENCIES WHICH WOULD BE USED TO FULLY FUND THE CHANGE ORDER.

MAJOR RICHARD JOHNSON, TCSO-WE NEED THESE CELLS FOR INMATES THAT NEED SPECIAL CARE AND DON'T NEED TO BE IN GRAND POPULATION.

MOTION TO USE THE BALANCE OF 0200 INMATE MEDICAL AND SUPPLEMENT WITH GENERAL FUND RESERVES FOR CONTINGENCIES TO FUND \$85,470.00 CHANGE ORDER.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY		Х	X			
NEWMAN	Χ		X			
FEAGLE			X			
DEMPS			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

19. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION AND REQUIRED SUPPORT DOCUMENTS TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE FOR THE APRON LIGHTING PROJECT (CONSTRUCTION PHASE) AT PERRY FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS WRITER.

**DISCUSSION:** 

GRANTS WRITER-THIS IS PRE-APPLICATION. \$331,650.00 WILL BE REQUESTED AND THERE IS NO COST TO THE COUNTY.

MOTION TO APPROVE AS AGENDAED.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY		Х	X			
NEWMAN			Χ			
FEAGLE			Χ			
DEMPS	Х		Х			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: AIRPORT GRANT PRE-APPLICATION

20. THE BOARD TO CONSIDER APPROVAL OF GRANT PRE-APPLICATION PACKAGE TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE FOR THE TAXIWAY CONSTRUCTION-REALIGNMENT PROJECT, PHASE 1 AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

## **DISCUSSION:**

GRANTS WRITER-THIS WAS APPROVED LAST YEAR. FAA HAS REQUESTED TO MAKE SOME CHANGES, \$3,450,000 WILL BE REQUESTED AND THERE IS NO COST TO THE COUNTY.

## MOTION TO APPROVE AS AGENDAED.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY		Χ	Χ			
NEWMAN			X			
FEAGLE	Χ		X			
DEMPS			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: GRANT PRE-APPLICATION TO FAA

## **COUNTY ADMINISTRATOR ITEMS:**

21. THE BOARD TO CONSIDER AGREEMENT WITH GSA FOR LONG-TERM FEMA TRAILER STORAGE AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

## **DISCUSSION:**

AIRPORT MANAGER, WARD KETRING- FEMA APPROVED US FOR STORAGE TRAILERS AT THE AIRPORT. THIS WILL NOT INTERFERE WITH AIR TRAFFIC AND WE HAVE CLEARED IT WITH FAA.

COUNTY ADMINISTRATOR-THE RENTAL FEE IS BASED ON FAIR MARKET VALUE.

MARK VIOLA, SLAUGHTER RD.- WILL THIS AFFECT THE CARNIVAL?

AIRPORT MANAGER- NO, IT WON'T BE AFFECTED.

MOTION TO APPROVE AGREEMENT WITH GSA FOR LONG-TERM FEMA TRAILER STORAGE AT THE AIRPORT.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY	Χ		Х			
NEWMAN			Х			
FEAGLE			Χ			
DEMPS		Χ	Χ			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: LEASE AGREEMENT

# 22. THE BOARD TO CONSIDER APPROVAL FOR REQUEST FOR DEBRIS REMOVAL WITHIN PUBLIC CEMETERIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

#### **DISCUSSION:**

COUNTY ADMINISTRATOR-I SENT A LIST OF CEMETERIES THAT WE MAINTAIN TO OUR CONTRACTOR AND THEN RECALLED THAT WE HAVE A POLICY OF MOWING ONLY. I'M REQUESTING THE BOARD APPROVAL FOR DEBRIS REMOVAL WITH THE PUBLIC CEMETERIES. THIS WILL COST AN ESTIMATED \$300,000 OR MORE BECAUSE OF HAVING TO USE A CRANE AND WE WILL BE ELIGIBLE FOR FEMA REIMBURSEMENT.

COMMISSIONER FEAGLE- WHAT ABOUT THE LIABILITY?

COUNTY ADMINISTRATOR-THEY WOULD BE RESPONSIBLE FOR ANY LIABILITY.

MOTION TO APPROVE DEBRIS REMOVAL WITHIN PUBLIC CEMETERIES.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			Χ			
MOODY			X			
NEWMAN			Χ			
FEAGLE	Χ		Χ			
DEMPS		Χ	Х			

MOTION CARRIED BY UNANIMOUS VOTE.

# 22-A. THE BOARD TO FURTHER DISCUSS LEGISLATIVE APPROPRIATION REQUEST FOR EMERGENCY OPERATION CENTER, AS AGENDAED BY COUNTY ADMINISTRATOR.

#### **DISCUSSION:**

EMERGENCY DIRECTOR, JOHN LOUK-THERE IS NOT ENOUGH LAND AND SPACE TO EXPAND THE EOC. I WOULD SUGGEST A PUBLIC SAFETY COMPLEX THAT WILL HOUSE EOC, FIRE STATION 1 AND PART OF THE SHERIFF'S OFFICE. THERE ARE DIFFERENT LOCATIONS OF COUNTY OWNED PROPERTY THAT WE COULD USE, LIKE BEHIND THE HOSPITAL OR AT THE AIRPORT. THE ESTIMATED COST WOULD BE \$10,000.000.

COMMISSIONER FEAGLE- THE AIRPORT WOULD BE A GREAT LOCATION.

MOTION TO ADD TO THE LEGISLATIVE APPROPRIATION LIST AS NUMBER 4. FOR PUBLIC SAFETY COMPLEX.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH			X			
MOODY			Χ			
NEWMAN			X			
FEAGLE	Χ		X			
DEMPS		Χ	X			

MOTION CARRIED BY UNANIMOUS VOTE.

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

## **DISCUSSION:**

- LEGISLATIVE DELEGATION MEETING IS OCTOBER 23, 2023 AT 10:30 AM.
- VETERANS DAY LUNCHEON- FRIDAY, NOVEMBER 10, 2023.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH						
MOODY						
NEWMAN						
FEAGLE						
DEMPS						

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

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JIM ZURBRICK, STEINHATCHEE-THE GOVERNOR MENTIONED A FISHERY DISASTER RELIEF. WE SHOULD BE LOOKING INTO THIS FUNDING FOR TAYLOR COUNTY.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH						
MOODY						
NEWMAN						
FEAGLE						
DEMPS						

## 25. **BOARD INFORMATIONAL ITEMS:**

COMMISSIONER FEAGLE- WHEN WILL THE CITY STREET DEBRIS PICK-UP START?

COUNTY ADMINISTRATOR- IT HAS ALREADY STARTED.

COMMISSIONER FEAGLE- WE SHOULD NOT BE FUNDING ANYTHING THAT IS NOT NECESSARY. HARD TIMES ARE COMING.

COMMISSIONER	MOTION	SECOND	YEA	NAY	ABSENT	ABSTAIN
ENGLISH						
MOODY						
NEWMAN						
FEAGLE						
DEMPS						

THE HOUR BEING APPROXIMATELY 8:29 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER DEMPS MADE A MOTION, WITH A SECOND BY COMMISSIONER FEAGLE, 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:

SALINA GRUBBS, D.C. FOR

GARY KNOWLES, CLERK

SUNGARD PENTAMATION, INC. DATE: 09/21/2023

TIME: 10:23:19

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '70249' and '70286' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70249 1011010 70249 TOTAL CHECK	09/13/23 003066 09/13/23 003066	LIBERTY NATIONAL LIBERTY NATIONAL	001 001	DED:1601 LIBERTY DED:1600 LIBERTY-PT	0.00 0.00 0.00	19.15 151.48 170.63
1011010 70250	09/13/23 L218315	O UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	37.00
1011010 70252 1011010 70252	09/15/23 000112 09/15/23 000112	660 - CONSOLIDATED COMMU	0 0 2 3 7 0 0 2 3 7 0 0 2 3 7 0 0 1 1 9 0 0 1 1 8 0 0 1 9 2 0 0 1 6 0 0 0 3 5 0 0 0 4 7 3 0 0 4 8 7 0 0 1 1 4 0 0 1 6 0 0 0 1 6 4 0 0 2 6 1 0 0 0 1 0 1 1 0 0 0 1 0 1 1 0 0 1 0 1 1 0 0 0 1 1 1	CTY JUDGE 9/1-9/30/23	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$6.02  1.386.67  353.73  41.33  14.45  146.01  51.78  14.45  258.42  8.80  44.11  122.56  72.77  63.35  51.01  400.04  106.20  51.64  419.90  49.90  287.87  41.01  95.35  95.36  88.77  25.76  23.26  23.26  23.26  23.26  33.01  221.88  23.26  23.26  33.01  221.88  23.26  23.76  34.76  48.60  57.41  174.52  483.55  117.74  56.87  5.722.41
1011010 70253	09/15/23 000072	BIG BEND WATER AUTHORITY	0165	7/31-8/28/23	0.00	74.32
1011010 70254	09/15/23 000572	TAYLOR COASTAL WATER&SEW		7/18-8/17/23	0.00	278.27
1011010 .0234	05, 25, 25 002311	SIC GONDINE MAILENDOLI		., == 0, 1., 20	0.00	210.21

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:23:19

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER:

ACCTPA21

2

SELECTION CRITERIA: transact.check\_no between '70249' and '70286' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK	NO ISSUE D	T VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 702 1011010 702 1011010 702 1011010 702 TOTAL CHECK	55 09/15/2 55 09/15/2	3 7382 3 7382	ABS TECHNOLOGY SOLUTIONS ABS TECHNOLOGY SOLUTIONS ABS TECHNOLOGY SOLUTIONS ABS TECHNOLOGY SOLUTIONS	0260 0261	AGMT# 015-1361236-000 AGMT# 015-1408408-000 AGMT# 015-1408408-000 AGMT# 015-1408408-000	0.00 0.00 0.00 0.00 0.00	413.67 38.17 38.17 38.16 528.17
1011010 702 1011010 702	566 09/15/25 56 09/15/25	3 6281 3 6281	VERIZON WIRELESS SERVICE	0260 0170 0260 0192 0192 0192 0261 0171 0500 0192 0250 0113 0114 0211 0113 0110 0114 0210 0473 0487 0488 0430 0111 0114 0260 0110 0250 0250 0250 0192 0192 0192 0192 0192 0192 0192 019	ACCT# 422620952-00001 ACCT# 522373693-00001 ACCT# 522373693-00001 ACCT# 522373693-00001 ACCT# 522373693-00001 ACCT# 822461956-00001	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	76.81 10.10 24.58 0.10 23.20 59.21 34.67 34.68 56.20 44.33 41.69 -36.16 36.07 53.52 36.46 40.18 93.39 36.34 52.71 2.71 13.52 37.92 36.34 36.96 36.19 37.22 126.29 36.34 40.36 22.02 22.02 22.02 22.02 22.02 22.02 22.02 11.14 26.00 36.07 1,327.26
1011010 702	57 09/15/2	3 7931	WASTE PRO USA, INC.	0192	ACCT# 147122	0.00	85.22
1011010 702 1011010 702 1011010 702	58 09/20/2	3 001197 3 001197 3 001197	ADVANCED REFRIGERATION & ADVANCED REFRIGERATION & ADVANCED REFRIGERATION &	0192	LABOR CLEAR DRAIN LINE DIAGNOSTIC FEE	0.00 0.00 0.00	60.00 60.00 120.00

PAGE NUMBER: 3 ACCTPA21

SUNGARD PENTAMATION, INC.

DATE: 09/21/2023 TIME: 10:23:19

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '70249' and '70286' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70258 1011010 70258 TOTAL CHECK	09/20/23 001197 09/20/23 001197	ADVANCED REFRIGERATION & ADVANCED REFRIGERATION &		AC REPAIR AT THE TERMI 45.5 MF 440 VOLT CAPAC	0.00 0.00 0.00	547.50 50.00 837.50
1011010 70259 1011010 70259 1011010 70259 1011010 70259 1011010 70259 TOTAL CHECK	09/20/23 5578 09/20/23 5578 09/20/23 5578 09/20/23 5578 09/20/23 5578	AK ASSOCIATES, INC.	0255 0255 0255 0255 0255	AK ASSOCIATE INTRADO S AK ASSOCIATES INTRADO AK ASSOCIATES SOLACOM AK ASSOCIATES SOLACOM AK ASSOCIATES SOLACOM	0.00 0.00 0.00 0.00 0.00 0.00	2,569.00 600.00 5,720.00 2,123.36 600.00 11,612.36
1011010 70260 1011010 70260 TOTAL CHECK	09/20/23 5997 09/20/23 5997	AVCON, INC. AVCON, INC.	0541-02 0541-01	DEVELOPMENT OF WILDLIF DEVELOPMENT OF WILDLIF	0.00 0.00 0.00	4,945.50 549.50 5,495.00
1011010 70261	09/20/23 004389	CENTURYLINK	0164	ACCT# 58514406	0.00	25.00
1011010 70262 1011010 70262 1011010 70262 1011010 70262 1011010 70262 1011010 70262 TOTAL CHECK	09/20/23 000063 09/20/23 000063 09/20/23 000063 09/20/23 000063 09/20/23 000063 09/20/23 000063	CITY OF PERRY	0229 0229 0229 0229 0229 0229	DECEMBER ACCESS FEE DECEMBER ACCESS FEE APRIL ACCESS FEE APRIL ACCESS FEE AUGUST ACCESS FEE AUGUST ACCESS FEE	0.00 0.00 0.00 0.00 0.00 0.00	355.00 48.00 355.00 48.00 355.00 48.00 1.209.00
1011010 70263	09/20/23 5643	COMCAST OF TALLAHASSEE,	0723	8535 10 179 0075629	0.00	86.90
1011010 70264 1011010 70264 1011010 70264 1011010 70264 TOTAL CHECK	09/20/23 001365 09/20/23 001365 09/20/23 001365 09/20/23 001365	DEMCO, INC. DEMCO, INC. DEMCO, INC. DEMCO, INC.	0430 0430 0430 0430	CLASSIFICATION LABELS LABEL PROTECTORS CLASSIFICATION LABELS ESTIMATED SHIPPING/HAN	0.00 0.00 0.00 0.00 0.00	165.44 36.23 10.05 23.29 235.01
1011010 70265 1011010 70265	09/20/23 000126 09/20/23 000126	DOCTORS' MEMORIAL HOSPIT	0200 0200 0200 0200 0200 0200 0200 020	6/23/23 D. ROBINSON 6/26/23 D. ROBINSON 6/30/23 D. ROBINSON 6/19/23 D. ROBINSON 6/18/23 D. ROBINSON 7/31/23 A. THOMPSON 7/25/23 A. THOMPSON 6/27/23 A. THOMPSON 6/7/23 A. THOMPSON 3/29/23 M. OSCAR 7/10/23 R. DAVIS 7/20/23 D. GRIGGS 7/20/23 D. GRIGGS 7/8/23 L. NEALY 6/29/23 L. NEALY	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1.390.47 669.00 531.00 780.87 930.60 884.40 1.687.79 847.47 876.60 3.150.10 640.80 86.46 209.95 1.306.20 673.20
1011010 70266 1011010 70266	09/20/23 000126 09/20/23 000126	DOCTORS' MEMORIAL HOSPIT DOCTORS' MEMORIAL HOSPIT		JUNE DRUG SCREENS JUNE DRUG SCREENS	0.00	40.00 40.00

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:23:19

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check\_no between '70249' and '70286' ACCOUNTING PERIOD: 12/23

CASH ACCT CHEC	CK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70 1011010 70 1011010 70 1011010 70 1011010 70 1011010 70	0266 0266 0266 0266 0266 0266 0266	09/20/23 000126 09/20/23 000126 09/20/23 000126 09/20/23 000126 09/20/23 000126 09/20/23 000126 09/20/23 000126 09/20/23 000126	DOCTORS' MEMORIAL HOSPIT DOCTORS' MEMORIAL HOSPIT	0473 0192 0283 0283 0283 0283	MAY DRUG SCREENS	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	40.00 40.00 40.00 40.00 40.00 40.00 40.00 40.00
1011010 70	0267	09/20/23 6103	ENGINEERED COOLING SERVI	0489	1ST QUARTER SERVICE CO	0.00	950.00
1011010 70	0268	09/20/23 002120	FLORIDA UNEMPLOYMENT COM	0487	4/1-6/30/23	0.00	1,024.28
1011010 70	0269 0269 0269	09/20/23 003151 09/20/23 003151 09/20/23 003151	JIMBOB PRINTING, INC. JIMBOB PRINTING, INC. JIMBOB PRINTING, INC.	0215 0210 0210	PLANNING RECEIPTS BUILDING PERMIT RECEIP POWER RELEASE STICKERS	0.00 0.00 0.00 0.00	228.00 335.00 213.00 776.00
1011010 70 1011010 70	0270 0270 0270 0270 0270	09/20/23 6921 09/20/23 6921 09/20/23 6921 09/20/23 6921	JONES WELDING&INDUSTRIAL JONES WELDING&INDUSTRIAL JONES WELDING&INDUSTRIAL JONES WELDING&INDUSTRIAL	0261 0261		0.00 0.00 0.00 0.00 0.00	221.65 29.95 119.35 45.85 416.80
1011010 70 1011010 70 1011010 70 1011010 70 1011010 70 1011010 70	0271 0271 0271 0271 0271 0271 0271 0271	09/20/23 003852 09/20/23 003852 09/20/23 003852 09/20/23 003852 09/20/23 003852 09/20/23 003852 09/20/23 003852 09/20/23 003852	MOORE MEDICAL CORPORATIO	0200 0200 0200 0200 0200 0200 0200	FINANCE CHARGES 769187 SINUS PAIN PRE ORASOL GEL20% BENZOL 0 688121 IBUPROFEN 200M 466872 BANDAGE ADHSV 1 1111736 ACETAMINOPHEN 455531 TAPE ADHSV PAPE SHIPPING & HANDL	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	12.81 130.08 184.32 230.22 48.00 295.56 40.75 1.83 943.57
1011010 70	)272	09/20/23 004740	NAFECO INC.	0192	SUPERVAC 16" FAN V16-B	0.00	3,622.00
1011010 70	0273	09/20/23 5982	PARKER BROTHERS ROOFING&	0200	JAIL ROOF REPAIRS	0.00	950.00
1011010 70	)274 )274 )274	09/20/23 000187 09/20/23 000187 09/20/23 000187	PERRY-TAYLOR CO.CHAMBER PERRY-TAYLOR CO.CHAMBER PERRY-TAYLOR CO.CHAMBER	1303	REIMB ADS NBC REHAB COOK SHED SMOKIN' IN THE PINES	0.00 0.00 0.00 0.00	6,165.00 22,000.00 12,000.00 40,165.00
1011010 70 1011010 70 1011010 70 1011010 70 1011010 70 1011010 70	)275 )275 )275 )275 )275 )275 )275 )275	09/20/23 001407 09/20/23 001407 09/20/23 001407 09/20/23 001407 09/20/23 001407 09/20/23 001407 09/20/23 001407 09/20/23 001407	RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC	0500 0212-02 0212-02 0212-02 0212-02 0212-02	8000 BTU WINDOW AIR CO BLANKET PO FOR AUGUST 43123 ELBOW 90 3/4" SX 43105 COUPLE 3/4" SXS 3201324 GROUNDING CONN 4011979 CEMENT RAIN-R- P40.75 PIPE, PVC SCH 4 5287198 HASP FXD STPL	0.00 0.00 0.00 0.00 0.00 0.00 0.00	379.99 28.57 2.78 0.99 9.99 8.99 5.25 8.99

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:23:19

## TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between '70249' and '70286' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK	< NO	ISSUE DT V	ENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 702 1011010 702 1011010 702 TOTAL CHECK	275	09/20/23 0 09/20/23 0 09/20/23 0	001407 001407 001407	RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC	0212-02 0212-02 0212-02	CRYSTAL WATER 16.9 OZ 33180 ELEC TAPE 3/4X60 31954 CARD RANGE 6 BLK	0.00 0.00 0.00 0.00	0.99 1.79 33.99 482.32
1011010 702	276	09/20/23 6	882	TARGET COPY OF GAINESVIL	0438-1	TWO SIGNS FOR FL FRIEN	0.00	775.85
1011010 702 1011010 702 1011010 702 1011010 702 1011010 702 1011010 702 1011010 702 1011010 702 TOTAL CHECK	277 277 277 277 277	09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7	475 475 475 475 475 475	SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI	0192 0192 0192 0192 0192 0192	SHOCK 34524 SHOCK RS55042 BRAKE ROTOR 680305RGS BRAKE ROTOR 680374RGS DISC PAD SET AXLE SEAL SHOP SUPPLIES LABOR	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	165.94 230.14 368.56 252.46 221.48 69.50 45.00 687.50 2,040.58
1011010 702 1011010 702	278 278 278 278 278 278 278 278 278 278	09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7 09/20/23 7	851 851 851 851 851 851 851 851 851 851	STONES, INC.	0192	1/4" BIT 17/64" BIT 15/64" BIT 15 PCS SET 2.60Z ADHESIVE STORM PREP BLANKET PO AUG BLANKET PO GEN OP	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	4.49 6.49 3.29 28.99 6.49 103.90 119.96 24.26 109.97 66.75 21.16 178.16 39.48 23.95 103.33 6.85 17.47 864.99
1011010 702	279	09/20/23 0	02451	TAYLOR COUNTY PUBLIC HEA	0486	LIMITED USE WATER FEE	0.00	140.00
1011010 702	280	09/20/23 7	933	THE SCRUGGS COMPANY	0473	TONS OF TOP DRESSING/S	0.00	694.26
1011010 702	281	09/20/23 0	02792	TRANE U.S. INC.	0200	SERVICE TO ISOLATE AND	0.00	6,238.00
1011010 702 1011010 702 1011010 702 TOTAL CHECK	282	09/20/23 6. 09/20/23 6. 09/20/23 6.	205	ROCKY ANDERSON ROCKY ANDERSON ROCKY ANDERSON	0487 0487 0192	ABC#10 FIRE EXTINGUISH MOUNTING 10LBS DRY CHEM FIRE EX	0.00 0.00 0.00 0.00	645.00 25.00 258.00 928.00
1011010 702	283	09/20/23 7	527	ES OPCO USA LLC	0281	ML KONTROL 4-4, ONE TO	0.00	7,499.25
1011010 702	284	09/20/23 0	01456	W.S. BADCOCK CORPORATION	0487	10CU FT CHEST FREEZER	0.00	399.00
1011010 702	285	09/20/23 6	290	WILLIAMS COMMUNICATIONS,	0212-02	XL RADIO BELT CLIP	0.00	88.80

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:23:19

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70285 1011010 70285 TOTAL CHECK	09/20/23 6290 09/20/23 6290	WILLIAMS COMMUNICATIONS, WILLIAMS COMMUNICATIONS,		XL RADIO ANTENNA XL RADIO CHARGER	0.00 0.00 0.00	162.80 185.00 436.60
1011010 70286	09/20/23 001137	YARBROUGH TIRE & AUTOMOT	0283	SMALL VAN SERVICED - T	0.00	382.94
TOTAL CASH ACCOUNT					0.00	112.518.40
TOTAL FUND					0.00	112.518.40
TOTAL REPORT					0.00	112,518.40

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TIME: 10:24:03

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check\_no between 'v70287' and 'v70306' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70287 1011010 V70287 TOTAL CHECK	09/20/23 6491 09/20/23 6491	ADAPCO, LLC ADAPCO, LLC	0277 0277	VECTOMAX, WSP 800 PER ENVIRONMENTAL LIABILIT	0.00 0.00 0.00	6,112.00 38.00 6,150.00
1011010 V70288 1011010 V70288 TOTAL CHECK	09/20/23 001887 09/20/23 001887	ADVANCED BUSINESS SYSTEM ADVANCED BUSINESS SYSTEM		ACCT# UF08 ACCT# TC31	0.00 0.00 0.00	253.18 77.25 330.43
1011010 V70289	09/20/23 7873	ALLSTATE CONSTRUCTION, I	0200-01	DESIGN/BUILD CONSTRUCT	0.00	336,708.43
1011010         V70290           1011010         V70290	09/20/23 7474 09/20/23 7474	ALLSTATE CONSTRUCTION, I  AMAZON CAPITAL SERVICES,	0118 0118 0118 0430 0488 0488 0488 0452 0110 0529 0529 0430	5 TIER SHELF, FOR OFFI 18 PACK FILE FOLDERS 8 PC HIGHLIGHTER BOARDWALK 2432EXH EH-G SEYMOUR FIELD MARKING MEASURING ROPE ESTIMATED SHIPPING/HAN A/C UNIT ANKINK HIGH YIELD TN 2 CYBERPOWER SL700U STAN SHIPPING LEAF RAKE FOR LIBRARY PORTABLE WATERING WAND NEW FLAGPOLE WITH LIGH WATERING CAN FOR PLANT ESTIMATED SHIPPING/HAN HALLOWEEN INFLATABLE F HALLOWEEN BACKDROP HALLOWEEN BACKDROP HALLOWEEN BOORD BANNERS WIRELESS MICROPHONE FO WIFI REMOTE FOR SMART SMART BULBS PIRATE HALLOWEEN INFLA GINGERBREAD HOUSE INFL BULB REPLACEMENT FOR P PIRATE DOOR BANNERS PIRATE PARTY SIGN FOR ESTIMATED SHIPPING/HAN CARDSTOCK PAPER PACK O AAA BATTERIES 100 PACK MR CLEAN MAGIC ERASER 10 PACK USB FLASH DRIV ZIPLOCK BAGS WITH WRIT MANILA ENVELOPES 9X12 AA BATTERIES 100 PACK THERMAL PAPER ROLLS GLUE STRIPS WITH MESH	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	95.99 10.98 6.98 41.80 1.779.80 19.99 4.99 399.00 65.99 759.50 6.99 24.97 43.99 14.99 6.99 89.97 9.80 9.99 20.64 59.99 25.63 67.99 139.99 199.99 25.63 67.99 139.99 199.99 25.38 28.70 13.24 23.70 38.90 19.99 25.14 21.77 48.51
1011010 V70290 1011010 V70290 1011010 V70290	09/20/23 7474 09/20/23 7474 09/20/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,	0430 0430 0430	CHART TABLET 24X32 IN ESTIMATED SHIPPING/HAN	0.00 0.00 0.00	12.97 6.99

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:24:03

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v70287' and 'v70306' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70290 1011010 V70290 1011010 V70290 1011010 V70290 1011010 V70290 1011010 V70290 1011010 V70290 1011010 V70290 TOTAL CHECK	09/20/23 7474 09/20/23 7474 09/20/23 7474 09/20/23 7474 09/20/23 7474 09/20/23 7474 09/20/23 7474 09/20/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,	0488 0488 0172 0172 0430 0114	AMAZON BASICS CLASSIC T SHIRT WITH STAFF LOG SHIPPING PURE LIFE PURIFIED WAT PURE LIFE PURIFIED WAT CASE OF LARGE DISPOSAB PENDAFLEX EXTRA WIDE W SMEAD POLY FILE POCKET	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	796.00 167.92 8.99 -40.00 440.99 26.64 85.60 77.08 5,937.67
1011010 V70291 1011010 V70291 1011010 V70291 1011010 V70291 TOTAL CHECK	09/20/23 7651 09/20/23 7651 09/20/23 7651 09/20/23 7651	B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC	0449 0463 0448 0261	7/7-8/3/23 7/7-8/3/23 7/7-8/3/23 7/7-8/3/23	0.00 0.00 0.00 0.00 0.00	105.50 141.00 105.50 693.00 1.045.00
1011010 V70292	09/20/23 6375	BEARD EQUIPMENT COMPANY,		FILTER HOUSING RE52510	0.00	80.32
1011010 V70293 1011010 V70293 1011010 V70293 1011010 V70293 TOTAL CHECK	09/20/23 6791 09/20/23 6791 09/20/23 6791 09/20/23 6791	CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S	0473	EVACUATE AND RECHARGE DYE OIL FREON SHOP SUPPLIES	0.00 0.00 0.00 0.00 0.00	154.00 3.30 117.04 5.00 279.34
1011010 V70294 1011010 V70294 1011010 V70294 1011010 V70294 1011010 V70294 TOTAL CHECK	09/20/23 000116 09/20/23 000116 09/20/23 000116 09/20/23 000116 09/20/23 000116	CASHWAY BLDG.PRODUCTS OF CASHWAY BLDG.PRODUCTS OF CASHWAY BLDG.PRODUCTS OF CASHWAY BLDG.PRODUCTS OF CASHWAY BLDG.PRODUCTS OF	0486 0457 0487	GFCI OUTLETS GFCI COVER 2PK T8 BULBS 30W REFLECTOR BULB BOBRICK TISSUE DISPENS	0.00 0.00 0.00 0.00 0.00 0.00	89.97 43.96 53.16 17.07 131.88 336.04
1011010 V70295	09/20/23 004749 09/20/23 004749	CINTAS CORPORATION #148	0170 0170 0260 0261 0260 0261 0260 0261 0260 0261 0260 0261	COURTHOUSE COURTHOUSE SOLID WASTE	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	35.00 35.00 23.22 22.14 23.22 22.14 23.22 22.14 23.22 22.14 23.22 22.14 23.22 22.14
1011010 V70296	09/20/23 7875	HIRENKUMAR PATEL	0191	8/28 FUEL	0.00	46.48
1011010 V70297 1011010 V70297 TOTAL CHECK	09/20/23 7798 09/20/23 7798	GUARDIAN COMMUNITY RESOU GUARDIAN COMMUNITY RESOU		CDBG PROGRAM ADMINISTR CDBG PROGRAM ADMINISTR	0.00 0.00 0.00	2,166.67 2,166.67 4,333.34
1011010 V70298	09/20/23 000068	KONE, INC.	0160	3RD PARTY QEI FEE	0.00	600.00

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:24:03

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check\_no between 'V70287' and 'V70306' ACCOUNTING PERIOD: 12/23

CASH ACCT CHECK NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70298 09/20/23 000068 TOTAL CHECK	KONE, INC.	0160	9/1-9/30/23	0.00	1,272.00 1,872.00
1011010 v70299 09/20/23 003309	LIVE OAK PEST CONTROL, I	0172	CAP BLDG	0.00	13.50
1011010 V70300 09/20/23 7137 1011010 V70300 09/20/23 7137 1011010 V70300 09/20/23 7137 TOTAL CHECK	MEDICAL EXPRESS CORPORAT MEDICAL EXPRESS CORPORAT MEDICAL EXPRESS CORPORAT	0250	DRUG SCREENS DRUG SCREENS DRUG SCREENS	0.00 0.00 0.00 0.00	120.00 30.00 30.00 180.00
1011010 V70301 09/20/23 7815 1011010 V70301 09/20/23 7815	ODP BUSINESS SOLUTIONS,	0237 0237 0237 0237 0237 0237 0237 0114 0114 0430 0430 0430 0430	SMEAD TOP TAB FASTENER OFFICE DEPOT BRAND LAM PILOT G-2 RETRACTABLE PRESSBOARD CLASSIFICAT BUSH BUSINESS FURNITUR ESTIMATED SHIPPING/HAN SWIFFER WETJET PAD REF CREDIT MEMO  PINESOL - CASE OF 3 HIGHMARK* ECO HARDWOUN PINESOL - CASE OF 3 CLOROX* CLEAN-UP* ALL CLINGING TOILET BOWL C	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	54.91 27.71 27.08 68.99 269.99 79.99 24.10 -574.73 -34.20 29.68 34.20 5.58 37.25 625.28
1011010 V70302 09/20/23 000082 1011010 V70302 09/20/23 000082 1011010 V70302 09/20/23 000082 TOTAL CHECK	PERRY AUTO SUPPLY, INC. PERRY AUTO SUPPLY, INC. PERRY AUTO SUPPLY, INC.	0330 0330 0500	8229 3MO WTY BATTERY 1255863 FUSE KIT 75XDT800 BATTERY	0.00 0.00 0.00 0.00	63.68 27.13 287.06 377.87
1011010 V70303 09/20/23 003024 1011010 V70303 09/20/23 003024 1011010 V70303 09/20/23 003024 TOTAL CHECK	SAFETY PRODUCTS INC. SAFETY PRODUCTS INC. SAFETY PRODUCTS INC.	0212-02 0212-02 0212-02	FLOATING LANTERN 6VT, WORKHORSE™ INCANDECENT D BATTERRIES	0.00 0.00 0.00 0.00	104.50 188.00 30.80 323.30
1011010 V70304 09/20/23 002951 1011010 V70304 09/20/23 002951 1011010 V70304 09/20/23 002951 TOTAL CHECK	SHERWIN-WILLIAMS SHERWIN-WILLIAMS SHERWIN-WILLIAMS	0488 0488 0488	CHALK LINE MACHINE SHIPPING FIELD PAINT MARKING PU	0.00 0.00 0.00 0.00	475.00 120.00 315.38 910.38
1011010 V70305 09/20/23 7407 1011010 V70305 09/20/23 7407 1011010 V70305 09/20/23 7407 1011010 V70305 09/20/23 7407 TOTAL CHECK	SILAS TURNER, LLC SILAS TURNER, LLC SILAS TURNER, LLC SILAS TURNER, LLC	0457 0457 0212-02 0212-02	BR200 BLOWER STIHL 250 CHAINSAW STILL 291 CHAINSAW - N STILL 250 CHAINSAW - N	0.00 0.00 0.00 0.00 0.00	260.69 315.99 985.98 315.99 1,878.65
1011010 v70306 09/20/23 7170	WAYNE PADGETT, SHERIFF	0901		0.00	52,729.50
TOTAL CASH ACCOUNT				0.00	414,454.33
TOTAL FUND				0.00	414,454.33

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SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:24:03 TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between 'v70287' and 'v70306' ACCOUNTING PERIOD: 12/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK NO ISSUE DT VENDOR NAME FD/DEPT -----DESCRIPTION----- SALES TAX AMOUNT

TOTAL REPORT 0.00 414,454.33 SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:25:07

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017853' and '5017860' ACCOUNTING PERIOD: 12/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 1011010 1011010 1011010 1011010 101101	5017853 5017853 5017853 5017853 5017853 5017853 5017853	09/15/23 000112 09/15/23 000112 09/15/23 000112 09/15/23 000112 09/15/23 000112 09/15/23 000112 09/15/23 000112	660 - CONSOLIDATED COMMU	0301 0301 0301 0301 0301	9/1-9/30/23 9/1-9/30/23 9/1-9/30/23 9/1-9/30/23 9/1-9/30/23 9/1-9/30/23 9/1-9/30/23	0.00 0.00 0.00 0.00 0.00 0.00 0.00	23.76 58.26 14.45 14.45 14.45 242.17 58.55 426.09
1011010 1011010 1011010 1011010 1011010 101101	5017854 5017854 5017854 5017854 5017854 5017854	09/15/23 6281 09/15/23 6281 09/15/23 6281 09/15/23 6281 09/15/23 6281 09/15/23 6281	VERIZON WIRELESS SERVICE VERIZON WIRELESS SERVICE VERIZON WIRELESS SERVICE VERIZON WIRELESS SERVICE VERIZON WIRELESS SERVICE VERIZON WIRELESS SERVICE	0303 0301 0301 0301	ACCT# 522373693-00001 ACCT# 822461956-00001 ACCT# 822461956-00001 ACCT# 822461956-00001 ACCT# 822461956-00001 ACCT# 822461956-00001	0.00 0.00 0.00 0.00 0.00 0.00	3.22 49.25 191.97 89.30 68.43 23.27 425.44
1011010	5017855	09/20/23 7830	A&R LEE SERVICES LLC	0302	1221.7 ACRES @33.85	0.00	41.354.54
1011010	5017856	09/20/23 5090	FLORIDA ENGINEERING SOCI	0303	ANNUAL MEMBERSHIP DUES	0.00	235.00
1011010	5017857	09/20/23 7947	FLORIDA STORMWATER ASSOC	0303	MEMBERSHIP	0.00	162.50
1011010	5017858	09/20/23 003645	J.B.'S TIRE & REPAIR SER	0301	LT TIRE - 245-70-14 -	0.00	173.67
1011010	5017859	09/20/23 002578	SAFETY-KLEEN SYSTEMS INC	0301		0.00	161.16
TOTAL CAS	SH ACCOUNT					0.00	42,938.40
TOTAL FUN	ID					0.00	42,938.40

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:25:07

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017853' and '5017860' ACCOUNTING PERIOD:  $12/23\,$ 

FUND - 106 - SECONDARY ROAD PROJECT FD

CASH ACCT	CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 1011010 TOTAL CHEC		09/20/23 001327 09/20/23 001327	ANDERSON COLUMBIA COMPAN ANDERSON COLUMBIA COMPAN		MILLING MILLING	0.00 0.00 0.00	3,404.90 4,375.00 7,779.90
TOTAL CASE	H ACCOUNT					0.00	7,779.90
TOTAL FUND	)					0.00	7,779.90
TOTAL REPO	ORT					0.00	50,718.30

SUNGARD PENTAMATION, INC. DATE: 09/21/2023 TIME: 10:25:50

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'V5017861' and 'V5017869' ACCOUNTING PERIOD: 12/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 v5017861	09/20/23 6375	BEARD EQUIPMENT COMPANY,	0301		0.00	10.33
1011010 v5017862	09/20/23 7591	CANON FINANCIAL SERVICES	0301	8/1-8/31/23	0.00	52.88
1011010 V5017863	09/20/23 000116	CASHWAY BLDG.PRODUCTS OF	0301	C1968799 TISSUE DISPEN	0.00	356.00
1011010 V5017864 1011010 V5017864 TOTAL CHECK	09/20/23 004749 09/20/23 004749	CINTAS CORPORATION #148 CINTAS CORPORATION #148	0301 0301	PUBLIC WORKS PUBLIC WORKS	0.00 0.00 0.00	179.27 179.27 358.54
1011010 v5017865	09/20/23 7165	CBC CAPITAL, INC.	105	11R22.5 FIRESTONE FS56	0.00	732.00
1011010 V5017866 1011010 V5017866 TOTAL CHECK	09/20/23 001712 09/20/23 001712	MUNICIPAL SUPPLY & SIGN MUNICIPAL SUPPLY & SIGN	0301 0301	24x30x080 PRISM BLACK DESIGN FEE	0.00 0.00 0.00	750.00 45.00 795.00
1011010 V5017867 1011010 V5017867 1011010 V5017867 TOTAL CHECK	09/20/23 003024 09/20/23 003024 09/20/23 003024	SAFETY PRODUCTS INC. SAFETY PRODUCTS INC. SAFETY PRODUCTS INC.	105 105 105	OTHER OTHER SAND BAGS	0.00 0.00 0.00 0.00	300.00 600.00 900.00 1,800.00
1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 1011010 V5017868 TOTAL CHECK	09/20/23 001740 09/20/23 001740 09/20/23 001740 09/20/23 001740 09/20/23 001740 09/20/23 001740 09/20/23 001740 09/20/23 001740	W.W. GRAINGER, INC.	105 105 105 105 105 105 105 105 105	OTHER JANITORIAL SUPPLIES 15W-40 1 GAL SAWS & IMPLEMENTS SAWS & IMPLEMENTS OTHER OTHER	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	-66.18 97.32 120.44 80.52 16.66 66.18 35.84 35.84
1011010 V5017869 1011010 V5017869 TOTAL CHECK	09/20/23 000119 09/20/23 000119	WARE OIL & SUPPLY COMPAN WARE OIL & SUPPLY COMPAN		UNLEADED GASOLINE DIESEL	0.00 0.00 0.00	26,504.62 28,896.25 55,400.87
TOTAL CASH ACCOUNT					0.00	59,892.24
TOTAL FUND					0.00	59,892.24
TOTAL REPORT					0.00	59,892.24

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:05:12

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '70323' and '70345' ACCOUNTING PERIOD:  $1/24\,$ 

10ND 010 CLEMNING, DIS	SDONOLMENT 3 D				
CASH ACCT CHECK NO ISSUE DT V	FINDOR NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70323 10/03/23 0 1011010 70323 10/03/23 0 FOTAL CHECK			GH5SAN46000/3223×51787 AIR KNIGHT AIR CLEANER	0.00 0.00 0.00	3,044.00 700.00 3,744.00
1011010 70324 10/03/23 5 1011010 70324 10/03/23 5 1011010 70324 10/03/23 5 TOTAL CHECK	AK ASSOCIATES, INC.		AK ASSOCIATES PLT-7871 CA22CD-SC, CORDLESS PT ESTIMATED SHIPPING/HAN	0.00 0.00 0.00 0.00	1,048.80 2,300.00 35.00 3,383.80
1011010 70325 10/03/23 0 1011010 70325 10/03/23 0 TOTAL CHECK			LANDFILL CHARGES LANDFILL CHARGES	0.00 0.00 0.00	30,953.76 22,325.28 53,279,04
1011010 70326 10/03/23 0 1011010 70326 10/03/23 0 1011010 70326 10/03/23 0 1011010 70326 10/03/23 0 TOTAL CHECK	00292 KENNETH R. DENNIS 00292 KENNETH R. DENNIS	0488	DEADBOLT LOCKS ENTRY LOCK INSTALL DEADBOLT REKEY SERVICE CALL	0.00 0.00 0.00 0.00 0.00	405.00 135.00 20.00 60.00 620.00
1011010 70327 10/03/23 0	002300 STATE OF FLORIDA	0237	ACCT# F10-20296	0.00	682,27
1011010 70328 10/03/23 7 1011010 70328 10/03/23 7 1011010 70328 10/03/23 7 FOTAL CHECK	7867 EVERITE TIME AND EQUIPME	0200	GATE 4X7 WALK GATE SOLENOID LOCK LABOR	0.00 0.00 0.00 0.00	1,645.00 850.00 450.00 2,945.00
1011010 70329 10/03/23 6	0816 GOVERNMENT SERVICES GROU	0397	SHIP PROGRAM ADMINISTR	0.00	2,916.63
1011010 70330 10/03/23 5 1011010 70330 10/03/23 5 1011010 70330 10/03/23 5 101AL CHECK	HONORABLE W. GREG GODWIN	1601	4TH QTR REQUISITION 4TH QTR REQUISITION 4TH QTR REQUISITION	0.00 0.00 0.00 0.00	1,724.00 10,343.75 3,604.58 15,672.33
1011010 70331 10/03/23 0 1011010 70331 10/03/23 0	000873 JACK'S BUATS & TRAILERS, 000873 JACK'S BUATS & TRAILERS, 000873 JACK'S BUATS & TRAILERS, 000873 JACK'S BUATS & TRAILERS, 000873 JACK'S BUATS & TRAILERS,	0212-02 0212-02 0212-02 0212-02 0212-02	OIL FILTER OIL QI. CARB CLEANER FUEL PUMP ASSY SHOP SUPPLIES LABOR SPARK PLUG	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	11.38 22.50 16.99 179.38 11.95 402.50 24.27 668.97
1011010 70332 10/03/23 0 1011010 70332 10/03/23 0 TOTAL CHECK			AUCILLA HANGERS AND EN KEATON HANGERS AND ENV	0.00 0.00 0.00	516.00 886.00 1,402.00
1011010 70333 10/03/23 6	NATURE COAST SERVICES, L	0150	CTY REMOVAL - GORDON	0.00	600.00
1011010 70334 10/03/23 7	7846 JON R. THOGMARTIN, M.D.,	0150	7/24-8/28/2023	0.00	15,975.00
1011010 70335 10/03/23 6 1011010 70335 10/03/23 6			$3^{\prime\prime}$ $\times$ $50^{\prime\prime}$ YELLOW DBL JAFREIGHT	0.00	3,400.00 50.00

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:05:12

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SFLECTION CRITERIA: transact.check\_no between '70323' and '70345' ACCOUNTING PERIOD:  $1/24\,$ 

CASH ACCT CHECK NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK				0.00	3,450.00
1011010 70336 10/03/23 6387 1011010 70336 10/03/23 6387 TOTAL CHECK	PPM SPORTS TURE, LLC. PPM SPORTS TURE, LLC.	0473 0473	FERTILIZER #5 SEPT SUMMER PRE/POST HERBIC	0.00 0.00 0.00	2,730.64 3,093.62 5,824.26
1011010 70337 10/03/23 7822 1011010 70337 10/03/23 7822 1011010 70337 10/03/23 7822 FOTAL CHECK	QUALITY LANDSCAPING LAWN QUALITY LANDSCAPING LAWN QUALITY LANDSCAPING LAWN	0438-1	TRACTOR DIRT WORK PLANTING OF VEGETATION	0.00 0.00 0.00 0.00	200.00 1,000.00 600.00 1,800.00
1011010 70338 10/03/23 001407 1011010 70338 10/03/23 001407 TOTAL CHECK	RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC		6 BAGS BLACK KOW 6 BAGS TOP SOIL	0.00 0.00 0.00	51.54 23.94 75.48
1011010 70339 10/03/23 7475 1011010 70339 10/03/23 7475 1011010 70339 10/03/23 7475 1011010 70339 10/03/23 7475 1011010 70339 10/03/23 7475 1011010 70339 10/03/23 7475 TOTAL CHECK	SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI	0191 0191 0191 0191	WIRE & ACCESSORIES SHOP SUPPLIES LABOR WASHER PUMP SHOP SUPPLIES LABOR	0,00 0,00 0,00 0,00 0,00 0,00 0,00	47.18 14.50 687.50 86.37 8.50 562.50 1,406.55
1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           1011010         70340         10/03/23         7789           101AL CHECK	APALACHEE BAY MARINE SER	4007 4007 4007 4007 4007 4007	SPRING WARRIOR - INDIV SPRING WARRIOR - TRANS FENHOLLOWAY INDIVIDUAL FENHOLLOWAY - TRANSIT ECONFINA - INDIVIDUAL ECONFINA - TRANSIT TIM AUCILLA - INDIVIDUAL S AUCILLA - TRANSIT TIME	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1,200.00 900.00 1,200.00 750.00 1,200.00 750.00 1,200.00 600.00 7,800.00
1011010 70341 10/03/23 6721	STATE ATTORNEY'S OFFICE	0602	SEPTEMBER 2023	0.00	806.45
1011010 70342 10/03/23 6722	STATE ATTORNEY'S OFFICE	0602	SEPTEMBER 2023	0.00	2,842.71
1011010 70343 10/03/23 7851	STONES, INC.	0383	FURNACE FILTER	0.00	83.92
1011010 70344 10/03/23 5039	THE BISHOP LAW FIRM, P.A	0140	8/24-9/22/23	0.00	1,190.00
1011010 70345 10/03/23 7899	UNIV OF FL JACKSONVILLE,	0150	CPT MEDICAL EVALS	0.00	250.00
TOTAL CASH ACCOUNT				0.00	127,418.41
TOTAL FUND				0.00	127,418,41
TOTAL REPORT				0.00	127,418.41

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:08:42

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '70380' and '70381' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70380 1011010 70380 TOTAL CHECK	10/03/23 5891 V 10/03/23 5891	DAVIS.SCHNITKER,REEVES&B DAVIS.SCHNITKER,REEVES&B		STEINHATCHEE LANDING STEINHATCHEE LANDING	0.00 0.00 0.00	4,671.00 -4,671.00 0.00
1011010 70381	10/03/23 5891	DAVIS, SCHNITKER, REEVES&B	0106	STEINHATCHEE LANDING	0.00	4,671.00
TOTAL CASH ACCOUNT					0.00	4,671.00
TOTAL FUND					0.00	4,671.00
TOTAL REPORT					0.00	4,671.00

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ACCTPA21

#### SUNGARD PENTAMATION, INC. DATE: 10/03/2023 FIME: 16:06:16TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between 'v70346' and 'v70361' AUCOUNTING PERIOD:  $1/24\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK	NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
CASH ACCT CHECK  1011010	16 10/03/23 7474 16 10/03/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVIC	0430 0430 0430 0430 0430 0430 0430 0430 0430 0430 0500 0500 0500 0500 0500 0500 0500 0488 0488 0488 0487 0487 0487 0487 0487 0487 0487 0487 0487 0487 0487 0480 0430 0430 0430 0430	ESTIMATED SHIPPING/HAN USB HUBS FOR STAFF COM DUAL MONITOR STAND 27" HD MONITOR FOR OFF 27" MONITOR WITH WEBCA TITANIUM PAPER CUTTER THERMAL BOOK BINDING M ESTIMATED SHIPPING/HAN HAMAOKA LARGE HIGH BAC AMOOLO SAFETY GLASSES GREENDALE WORK GLOVES FOAM EAR PLUGS 200 PAI TINTED SAFETY GLASSES SHIPPING DEWALT 20VOLT MAX BATT PITCHING MOUNDS 6" L SCREEN Z SCREEN PROTECTOR ICE CHEST ICE CHEST ICE CHEST TOFFEE MACHINE CROCK POT ICE CHEST ROLLING UTILITY CARTS BROOM MOP ORGANIZERS LOCKABLE SIORAGE CABIN REPLACE MICROWAVE HP PRO DESKTOP 2 MONIT ELECTRIC COOKTOP FOR K NAKAMICHI SHOCKWAFE UL PO 20230275	0.00 0.00	6.99 49.96 79.18 133.00 209.42 10.95 296.01 6.99 216.77 27.09 107.85 47.90 93.12 6.99 143.99 5.697.00 539.96 265.88 -484.86 80.00 177.78 484.86 80.00 177.78 484.86 209.96 19.98 439.99 119.99 498.99 21.99 1,099.99 364.02
1011010 V703 1011010 V703 1011010 V703 1011010 V703	16 10/03/23 7474 16 10/03/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,	0277 0261	PO 20221102 INV# 1MGL-JPXC-719P INV# 1MGL-JPXC-719P	0.00 0.00 0.00 0.00	59.96 -189.99 -569.97 10,756.60
1011010 v703	17 10/03/23 7651	B&B PORTA TOILETS, INC	0261	8/4-8/31/23	0.00	764.00
1011010 V703 1011010 V703 101AL CHECK			0350 0423	JUNE 2023 VET TRANS AUGUST 2023 SHUTTLE	0.00 0.00 0.00	18.79 3,920.00 3,938.79
1011010 V703 1017010 V703	49 10/03/23 000116 49 10/03/23 000116 49 10/03/23 000116 49 10/03/23 000116 49 10/03/23 000116 49 10/03/23 000116	CASHWAY BLDG.PRODUCTS OF	= 0529 = 0529 = 0529 = 0529 = 0529 = 0529	2×4×10 SYP 2×4×10 PT #2 PRIME 1/2 4×8 SHEETROCK 5 GALLON JOINT COMPOUN 3/0 x 6/8 COMMERCIAL D 3/0 x 6/8 x 8" STEEL J COMMERCIAL DOOR KNON A TWO ENG_CHW-05	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	98.42 13.53 152.91 24.49 349.00 369.00 100.00 1,107.35 8,049.00

PAGE NUMBER: 1

ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 FIME: 16:06:16

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v70346' and 'v70361' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

10110 010 0	E ECHTERY DE SES OFFICE					
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70350 1011010 V70350 FOTAL CHECK	10/03/23 003248 10/03/23 003248	CAUSSEAUX, HEWETT & WALP CAUSSEAUX, HEWETT & WALP	0347 0348	TASK ORDER NO. CEI_CHW TASK ORDER NO. CEI_CHW	0.00 0.00 0.00	20,740.31 12,738.44 41,527.75
1011010 V70351 1011010 V70351 TOTAL CHECK	10/03/23 004749 10/03/23 004749	CINTAS CORPORATION #148 CINTAS CORPORATION #148	0260 0261	SOLID WASTE SOLID WASTE	0.00 0.00 0.00	22.68 22.68 45.36
1011010 V70352	10/03/23 7848	CIVICPLUS, ELC	0106	MUNICODE ELECTRONIC UP	0.00	276.00
1011010 V70353	10/03/23 004525	FLORIDA DEPARTMENT OF LA	0111	AUGUST CRIM HISTORY	0.00	48.00
1011010 V70354 1011010 V70354 TOTAL CHECK	10/03/23 6462 10/03/23 6462	HARRIS CORPORATION - PSP HARRIS CORPORATION - PSP	0229 0192	ACCT# 35560 AUGUST ACCT# 35560 AUGUST	0.00 0.00 0.00	396.00 318.00 714.00
1011010 V70355 1011010 V70355 1011010 V70355 1011010 V70355 TOTAL CHECK	10/03/23 7937 10/03/23 7937 10/03/23 7937 10/03/23 7937	INTERNATIONAL TOWERS, LL INTERNATIONAL TOWERS, LL INTERNATIONAL TOWERS, LL INTERNATIONAL TOWERS, LL	0169 0174	LABOR MATERIALS LABOR MATERIALS	0.00 0.00 0.00 0.00 0.00	6,785.68 7,245.29 6,785.68 7,245.29 28,061.94
1011010 V70356 1011010 V70356 TOTAL CHECK	10/03/23 000068 10/03/23 000068	KONE, INC.	0160 0160	EMERGENCY ELEVATOR CAL EMERGENCY CALL OUT FOR	0.00 0.00 0.00	689.53 1,099.58 1,789.11
1011010 V70357 1011010 V70357 1011010 V70357 1011010 V70357 1011010 V70357 1011010 V70357	10/03/23 003309 10/03/23 003309 10/03/23 003309 10/03/23 003309 10/03/23 003309 10/03/23 003309	LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I	0123 0160 0174 0166	LIBRARY SOE COURTHOUSE DL OFFICE HISTORICAL SOCIETY ADMIN COMPLEX	0.00 0.00 0.00 0.00 0.00 0.00 0.00	13.50 13.50 40.05 13.50 13.50 13.50
1011010 V70358 1011010 V70358 TOTAL CHECK	10/03/23 7893 10/03/23 7893	MCKESSON MEDICAL-SURGICA MCKESSON MEDICAL-SURGICA		ANALYZER, HEMOTOLOGY X LICENSE, RETICULOCYTE	0.00 0.00 0.00	36,528.00 3,600.00 40,128.00
1011010 V70359 1011010 V70359 1011010 V70359 101AL CHECK	10/03/23 6785 10/03/23 6785 10/03/23 6785	MILLINOR MASONRY & CONCR MILLINOR MASONRY & CONCR MILLINOR MASONRY & CONCR	0191	MATERIAL FOR SLAB MATERIAL FOR WALL LABOR	0.00 0.00 0.00 0.00	850.00 650.00 1,000.00 2,500.00
1011010 \ \(\nabla 70360	10/03/23 7815	ODP BUSINESS SOLUTIONS,	0404	BANKERS BOX* STOR/FILE	0.00	107.09
1011010 V70361 1011010 V70361 TOTAL CHECK	10/03/23 7936 10/03/23 7936	LEIGH ANN GRUBBS LEIGH ANN GRUBBS	0438-1 0438-1	12 BEACH SUNFLOWER PLA 12 HORSEMINT PLANTSS	0.00 0.00 0.00	78.00 78.00 156.00
TOTAL CASH ACCOUNT					0.00	132,027.54
TOTAL FUND					0.00	132,027.54

SUNGARD PENTAMATION, INC. PAGE NUMBER: 3 ACCTPA21

DATE: 10/03/2023 TIME: 16:06:16 TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between 'v70346' and 'v70361'

ACCOUNTING PERIOD: 1/24

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK NO ISSUE DT VENDOR NAME FD/DEPT -----DESCRIPTION----- SALES TAX AMOUNT

TOTAL REPORT 0.00 132,027.54

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:07:00

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '70362' and '70375' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

FUND ~ 010 ~ C	LEAKING, DISBURSEM	CNI FU				
CASH ACCT CHECK NO	TSSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70362 1011010 70362 TOTAL CHECK	10/03/23 002089 10/03/23 002089	FLA.DEPT.OF AGRIC.& CONS FLA.DEPT.OF AGRIC.& CONS		23-24 FOREST MGMG 23-24 FIRE CONTROL	0.00 0.00 0.00	1,800.00 36,439.97 38,239.97
1011010 70363 1011010 70363 1011010 70363 TOTAL CHECK	10/03/23 001868 10/03/23 001868 10/03/23 001868	FLORIDA ASSOC.OF COUNTIE FLORIDA ASSOC.OF COUNTIE FLORIDA ASSOC.OF COUNTIE	0106	FACT# 9018 FACT# 9018 FACT# 9018	0.00 0.00 0.00 0.00	136,846.00 6,125.00 31,265.00 174,236.00
1011010 70364	10/03/23 000942	FLORIDA ASSOCIATION OF C	0105	REG 10/26-27 NEWMAN	0.00	600.00
1011010 70365	10/03/23 000942	FLORIDA ASSOCIATION OF C	0105	REG 10/26-27 DEMPS	0.00	600.00
1011010 70366	10/03/23 000942	FLORIDA ASSOCIATION OF C	0106	MEMBERSHIP DUES	0.00	2,380.00
1011010 70367	10/03/23 000288	FLORIDA MUNICIPAL INSURA	0192	POLICY# 20-GTA-101194	0.00	778.00
1011010 70368 1011010 70368 1011010 70368 TOTAL CHECK	10/03/23 000288 10/03/23 000288 10/03/23 000288	FLORIDA MUNICIPAL INSURA FLORIDA MUNICIPAL INSURA FLORIDA MUNICIPAL INSURA	0106	FMIT# 0593 FMIT# 0593 FMIT# 0593	0.00 0.00 0.00 0.00	14,765.00 387,003.00 192,234.00 594,002.00
1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369 1011010 70369	10/03/23 6707 10/03/23 6707	MARK W. WIGGINS, TAX COL	0514 0513 0510 0511 0512 0516 0515 0522 0521 0269 0269 0216 0117	FY23-24 BUDGET REQ FY23-24 BUDGET REQ	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	36,060.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 7,115.00 50,139.00 24,097.50 298,945.00 441,804.00
1011010 70370	10/03/23 7168	STATE ATTORNEY'S OFFICE-	0602-в	OCTOBER 2023	0.00	1,580.15
1011010 70371	10/03/23 7237	RAMUNDSEN SUPERIOR HOLDI	0106	FY 23/24 FINANCE SOFT	0.00	35,049.54
1011010 70372	10/03/23 7620	TAYLOR COUNTY CLERK OF C	0905	1ST QTR DISTRIBUTION	0.00	279,133.79
1011010 70373	10/03/23 5520	TAYLOR SENIOR CITIZENS C	0382-01		0.00	25,000.00
1011010 70374	10/03/23 5039	THE BISHOP LAW FIRM, P.A	0140	ATTORNEY CONTRACT	0.00	2,666.66
1011010 70375	10/03/23 6763	TOTAL ADMIN. SERVICES CO	0106	EY24 ESA PLAN DOCS	0.00	203.52
TOTAL CASH ACCOUNT					0.00	1.596,273.63

SUNGARD PENTAMATION, INC.

DATE: 10/03/2023 TIME: 16:07:00 TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '70362' and '70375' ACCOUNTING PERIOD: 1/24

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL FUND					0.00	1,596,273.63
TOTAL REPORT					0.00	1,596,273.63

PAGE NUMBER: 2

ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:08:06

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v70376' and 'v70379' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010	V70376	10/03/23	6180	DANA SOUTHERLAND	0902	OCTOBER REQUISITION	0.00	59,770.32
1011010	V70377	10/03/23	7863	JAMIE ENGLISH	0.105	CHAIRMAN EXPENSES	0.00	50.00
1011010	v70378	10/03/23	7943	PANORAMIC SOFTWARE	0350	VET PRO ANNUAL LIC	0.00	450.00
1011010	∀70379	10/03/23	7170	WAYNE PADGETT, SHERIFF	0901	OCT DISTRIBUTION	0.00	739,392.75
TOTAL CASH	ACCOUNT						0.00	799,663.07
TOTAL FUND							0.00	799,663.07
TOTAL REPO	RT						0.00	799,663.07

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:09:11 TAYLOR COUNTY BOARD OF COMMISSIONERS

CHECK REGISTER - DISBURSEMENT FUND

SFLECTION (RITERIA: transact.check\_no='5017871' ACCOUNTING PERIOD: 1/24

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK N	O ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 5017871	10/03/23 003645	I.B.'S TIRE & REPAIR SER	R 0301	245/70/17 TIRE(S) - PI	0.00	370.00
TOTAL CASH ACCOUN	n.				0.00	370.00
TOTAL FUND					0.00	370.00
TOTAL REPORT					0.00	370.00

PAGE NUMBER: 1 ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:09:58

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v5017872' and 'v5017878' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 105 - ROAD & BRIDGE FUND

1010 200 11010 4	Dirition of the control of the contr					
CASH ACCT CHECK NO ISSUE	E DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V5017872 10/03		BEARD EQUIPMENT COMPANY, BEARD EQUIPMENT COMPANY, BEARD EQUIPMENT COMPANY,	0301	AT453496 COVER T246236 TURN SIGNAL LA T246237 TAIL LAMP - GR	0.00 0.00 0.00 0.00	2,134.23 132.66 136.78 2,403.67
1011010 v5017873 10/03	3/23 7591	CANON FINANCIAL SERVICES	0301	9/1-9/30/23	0.00	36.25
1011010	3/23 6685 3/23 6685	CONRAD YELVINGTON DISTRI	0301 0301 0301 0301 0301 0301 0301 0301	LIMEROCK HAULED TO YAR LIMEROCK HAULED TO JOB LIMEROCK HAULED TO YAR LIMEROCK HAULED TO JOB	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	396.89 1,012.76 590.50 421.19 2,012.95 2,277.07 399.47 382.06 584.58 570.29 396.26 365.30 1.220.00 191.67 990.51 1,671.73 198.02 2,088.74 202.88 860.86 848.61 411.83 1,726.02 19,820.16
1011010 v5017875 10/0.	3/23 003309	LIVE OAK PEST CONTROL, I	0301	PUBLIC WORKS 9/12	0.00	13.50
1011010 V5017876 10/03	3/23 7815	ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS,	105	CLEANING SUPPLIES LYSOL WIPES SM HAND SOAP	0.00 0.00 0.00 0.00	16.78 240.80 41.01 298.59
1011010	3/23 000082 3/23 000082	PERRY AUTO SUPPLY, INC.	0301 0301 0301 0301 0301 0301 0301 0301	BLANKET PO FOR AUGUST, 31681 WINCH MOTOR - SE SPARK PLUG ASM FILTER - TRUCK - 7074 48880976 BRAKE ROTOR 48880508 BRAKE ROTOR - 2695550 TIE ROD END 2651908 SWAY BAR LINK 2601584 BALL JOINT - F 260-5243 CONTROL ARM W FW23 WHEEL BEARING - F 9035 AIR FILTER - NAPA	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	27.98 336.00 59.92 19.99 159.98 119.98 139.98 113.44 111.34 75.58 51.11

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:09:58

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2

ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v5017872' and 'v5017878' ACCOUNTING PERIOD:  $1/24\,$ 

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V5017877	10/03/23 000082 10/03/23 000082	PERRY AUTO SUPPLY, INC.	0301 0301 0301 0301 0301 0301 0301 0301	7037 OIL FILTER - NAPA A33220 PUMP - TRACTOR 3986 NAPAGOLD FUEL FIL 7137 NAPAGOLD OIL FILT 3979 NAPAGOLD FUEL FIL ALT1240 ALTERNATOR - T 13006121 METRIC LOCKIN 7258203 .75IN X 14 FT. 725-1798 3 4 MANUAL NO 895000 WIRE 732610 PRI WIRE - GRAD G20230-1010 HYD HOSE FI 85479 ENVIROFLUID HOSE	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	17.98 284.88 43.55 33.07 91.91 88.58 250.80 13.49 65.99 21.74 51.00 88.80 22.22 128.40 2,748.56
1011010 V5017878 1011010 V5017878 TOTAL CHECK	10/03/23 000119 10/03/23 000119	WARE OIL & SUPPLY COMPAN WARE OIL & SUPPLY COMPAN		INITIAL SET UP FEE BULK DEF	0.00 0.00 0.00	500.00 893.10 1,393.10
TOTAL CASH ACCOUNT					0.00	26,713.83
TOTAL FUND					0.00	26,713.83
TOTAL REPORT					0.00	26,713.83

SUNGARD PENTAMATION, INC. DATE: 10/03/2023 TIME: 16:10:33

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no='5017879' ACCOUNTING PERIOD: 1/24

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010	5017879	10/03/23 5090	FLORIDA ENGINEERING SOCI	0303	OCT-DEC ADS	0.00	525.00
TOTAL CASH	ACCOUNT					0.00	525.00
TOTAL FUND	,					0.00	525.00
TOTAL REPO	RT					0.00	525.00

PAGE NUMBER: 1 ACCTPA21



## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2020/2021 and 2021/2022 and the Annual Report and Local Housing Incentives Certification.



MEETING DATE REQUESTED: October 2, 2023

Statement of Issue: Board to approve the SHIP Annual Reports and the Annual

Report and Local Housing Incentives Certification.

Recommended Action: Approve the SHIP Annual Reports and Certification.

Fiscal Impact: The Annual Reports and Certification are a requirement to

be eligible for SHIP funding.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans or Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit Annual Reports, and

Certifications on all open SHIP grants. The County did not receive SHIP grant funds for FY21 but is still required to submit an annual report to close that year out. The SHIP Program provides assistance to qualified homeowners for

the rehabilitation of their homes, demolition and

reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are

not eligible for assistance.

Attachments: SHIP Annual Reports for 2020/2021 and 2021/2022 and the

Annual Report and Local Housing Incentives Certification.

## State Housing Initiatives Partnership (SHIP) Program Annual Report and Local Housing Incentives Certification

On Beh	alf of	Taylor County		(Local Government	), I hereby certify that:
1.	The Annual Re	port information subr	mitted electro	nically to Florida Housing	Finance Corporation is true
	and accurate for	or the closeout year_	2020/2021	and interim years	2021/2022 .
2.		ng incentives or local g implemented. Inclu		tive plan have been implo imum:	emented or are in the
	expedit	ed to a greater degre	e than other p	16) for affordable housir projects; and ocal policies, ordinances,	
				g prior to their adoption.	_
3.	The cumulative be \$ 0.00	cost per newly consti	ructed housing	g per housing unit, from t	these actions is estimated to
4.	The cumulative \$ 0.00	cost per rehabilitated	housing per	nousing unit, from these	actions is estimated to be
taff M	ember responsib	ole for submitting ann	ual report to l	HFC: LaWanda Pembert	on, County Administrator
	ciliber responsi	ne for submitting unit	dui report to i	1	12
				thank /	10/2/
Witn	ess Signature		Date	Chief Elected Official	or Designee Signature Date
				Jamie English, Chairr	man
Witne	ess Printed Name	3		Chief Elected Official	or Designee Printed Name
Witne	ess Signature		Date		
Witne	ess Printed Name	2			
				antstätäskäää ra, au,	
or C	Tany L	9 10	2 33 Date	ATTEST (Seal)	
Signa	(UIC		Date 3		
				The Marie Literature	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the local government's chief elected official or his or her designee. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

## **Title: SHIP Annual Report**

Taylor County FY 2020/2021 Closeout

Report Status: Submitted

Form 1

#### **SHIP Distribution Summary**

#### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Demolition / Reconstruction	<b>\$26</b> ,152.83	1				

Homeownership Totals:

\$26,152.83

#### Rentals

		Expended		Encumbered		Unencumbered	
Code	Strategy	Amount	Units	Amount	Units	Amount	Units

**Rental Totals:** 

Subtotais:

\$26,152.83

- 1

#### **Additional Use of Funds**

Use	
Administrative	
Homeownership Counseling	]
Admin From Program Incom	ne
Admin From Disaster Funds	

Expended

Totals:

\$26,152.83

1

\$.00

\$.00

## Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$.00
Program Income (Interest)	\$15.93
Program Income (Payments)	\$26,152.83
Recaptured Funds	\$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$8,157.45
Total:	\$34,326.21

\* Carry Forward to Next Year: \$8,173.38

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

### Form 2

#### **Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	322	378	549	705	803
VLI	485	520	623	720	803
LOW	776	831	997	1,151	1,285
MOD	1,164	1,248	1,497	1,729	1,929
Up to 140%	1,358	1,456	1,746	2,017	2,250

## Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$26,152.83	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$26,152.83	100.00%

## SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$26,152.83	\$8,157.45	320.60%	65%
Construction / Rehabilitation	\$26,152.83	\$8,157.45	320.60%	75%

## **Program Compliance - Income Set-Asides**

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	\$.00	.00%
Very Low	\$26,152.83	76.19%
Low	\$.00	.00%
Moderate	\$.00	.00%
Over 120%-140%	\$.00	.00%
Totals:	\$26,152.83	76.19%

## **Project Funding for Expended Funds Only**

Income Category	Mortgages,	Mortgages, Loans & DPL Unit #8	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Unite
Extremely Low		0	days and the state of the state	0	\$.00	0
Very Low	\$26,152.83	1		0	\$26,152.83	1
Low		0		0	\$.00	0
Moderate		0		0	\$.00	0
Over 120%-140%		0		0	\$.00	0
Totals:	\$26,152.83	1	\$.00	0	\$26,152.83	1

Form 3

#### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	EÚ	VLI	Low	Mod	Over	Total
Demolition / Reconstruction	Perry		1				1

Totals:

the see be stall

### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Demolition / Reconstruction	Регту				1	1
	Totals:				1	1

**Family Size** 

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Demolition / Reconstruction	Perry	1			

Totals:

als:

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Total
Demolition / Reconstruction	Perry		1				

**Demographics (Any Member of Household)** 

Description	List Unincorporated and Each Municipality	Farm Worker	Home-	Elderly	Total
Demolition / Reconstruction	Perry				C

Totals:

Totals:

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

	Special Target		Total # of
Description	Group	Expended Funds	Expended Units

orm 4

**Status of Incentive Strategies** 

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	2009
Ongoing review process		Required	implemented, in LHAP	2009

#### **Support Services**

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

#### **Other Accomplishments**

N/A

#### **Availability for Public Inspection and Comments**

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual report is available for review upon request from the County's local Grants Office.

#### Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans:	39

#### **Mortgage Foreclosures**

A. Very low income households in foreclosure:

B. Low income households in foreclosure:

C. Moderate households in foreclosure:

0

Foreclosed Loans Life-to-date:

0

SHIP Program Foreclosure Percentage Rate Life to Date: 0.00

#### **Mortgage Defaults**

A. Very low income households in default:

B. Low income households in default:

C. Moderate households in default:

Defaulted Loans Life-to-date:

3

SHIP Program Default Percentage Rate Life to Date: 7.69

### Strategies and Production Costs

Strategy		Average Cost
Demolition/Reconst	truction	\$26,152.83

### **Expended Funds**

Total Unit Count: 1

**Total Expended Amount:** 

\$26,152.83

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit
		- 1				Counted
Demolition/Recons truction	Carolyn Florence	618 W. Summer Street	Perry	32347	\$26,152.83	

<b>Admini</b>	stration b	y Entity
---------------	------------	----------

		The second secon		
Name	Bustiness Trees	Charles on Consense	Phonon and Stratters	Amanasiik
IName	Business type	Strategy Covered	Responsibility	Amount
*********		ammenda america		

## **Program Income**

Program Income Funds	
Loan Repayment:	\$26,152.
Refinance:	
Foreclosure:	
Sale of Property:	
interest Earned:	\$15.

Total:

\$26,168.76

## **Number of Affordable Housing Applications**

Number of Affordable Housing Applications				
Submitted 1				
Approved	0			
Denied	0			

## **Explanation of Recaptured funds**

Description	Amount		
	Total:	\$.00	

## **Rental Developments**

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By
11						-,	

## Single Family Area Purchase Price

The average area purchase price of single family units:	
---	--

Or

√ Not Applicable

#### Form 5

### Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

	20.4.4.1	Expended		Encumbered	
Code(s)	Strategies	Amount	Units	Amount	Units

Special Needs Category Breakdown by Strategy

		Expended		Encumbered	
Strategies	Special Needs Category	Amount	Units	Amount	Units

## Provide a description of efforts to reduce homelessness:

Taylor County will provide Down Payment Assistance to all eligible applicants as long as funds are available.

#### nterim Year Data

### **Interim Year Data**

norm (en l		
State Annual Distribution	\$350,000.00	
Program Income	\$3,349.33	
Program Funds Expended	\$7,000.00	
Program Funds Encumbered	\$317,413.30	
Total Administration Funds Expended	\$35,000.00	
Total Administration Funds Encumbered		
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	\$324,413.30	92.69%
75% Construction / Rehabilitation	\$317,413.30	90.69%
30% Very & Extremely Low Income Requirement	\$259,819.47	73.53%
30% Low Income Requirement	\$57,593.83	16.30%
20% Special Needs Requirement	\$140,473.15	40.14%
Carry Forward to Next Year		

LG Submitted Comments:				
	, ,			



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve SHPO/THPO Request for Comment letters required by DEO for Community Development Block Grant (CDBG) Housing Rehabilitation projects.



MEETING DATE REQUESTED: October 2, 2023

Statement of Issue: Board to approve SHPO/THPO Request for Comment

letters required by DEO for Community Development Block

Grant (CDBG) Housing Rehabilitation projects.

Recommended Action: Approve SHPO/THPO Request for Comment letters.

Fiscal Impact: The County was awarded a CDBG housing rehabilitation

grant in the amount of \$750,000. The SHPO/THPO Request

for Comment letters is a requirement by DEO for the

federally funded grant.

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a CDBG housing rehabilitation

grant in the amount of \$750,000. The SHPO/THPO Request for Comment letters for each project site is a requirement

by DEO for the federally funded grant.

Attachments: SHPO/THPO Request for Comment letters



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

**Subject:** Taylor County

4480 Coote Sadler Rd - Housing Rehabilitation Project

Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

**Request for Comments** 

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 4480 Coote Sadler Rd, Perry, FL 32347 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorsountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

1. Project Address/Location Map

2. Scope of Work

Sincerely,

Jamie English Chairman

JAMIE ENGLISH JIM MOODY MICHAEL NEWMAN PAM FEAGLE THOMAS DEMPS
District 1 District 2 District 3 District 4 District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

**Subject:** Taylor County

2780 Kelly Grade – Housing Rehabilitation Project Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

**Request for Comments** 

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 2780 Kelly Grade, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348 on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@taylorcountygov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <u>Corbett.Alday@GuardianCRM.com</u>.

Please find enclosed the following required documentation:

- Project Address/Location Map
- 2. Scope of Work

Sincerely,

Jamie English Chairman

JAMIE ENGLISH JIM MOODY MICHAEL NEWMAN PAM FEAGLE THOMAS DEMPS
District 1 District 2 District 3 District 4 District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

October 2, 2023

Bureau of Historic Preservation Florida Department of State R.A. Gray Building 500 South Bronough Street, Room 423 Tallahassee, FL 32399-0250

Subject: Taylor County

12939 US 19 N. – Housing Rehabilitation Project Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

Request for Comments

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home located at 12939 US 19 N., Greenville, FL 32331.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <a href="mailto:ievans@taylorcountygov.com">ievans@taylorcountygov.com</a>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <a href="mailto:Corbett.Alday@GuardianCRM.com">Corbett.Alday@GuardianCRM.com</a>.

Please find enclosed the following required documentation:

- Project Address/Location:
  - Attachment A, the full legal description from the Taylor County Property Appraiser website along with the Tax Parcel identification number, building description included
- Attachment B and C, general location map and parcel location map
- 3. Attachment D, pictures of project site

4. Attachment E, record search – Taylor County National Register of Historic Places

Sincerely,

Jamie English Chairman



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 2, 2023

Bryant Celestine -- THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

**Taylor County** 

12939 US 19 N. – Housing Rehabilitation Project Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

Request for Comments

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 12939 US 19 N., Greenville, FL 32331 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <u>jevans@tabloggountvgov.com</u>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at Corbett. Alday@GuardianCRM.com.

Please find enclosed the following required documentation:

1. Project Address/Location Map

2. Scope of Work

Sincerely,

Jamie English Chairman

JAMIE ENGLISH JIM MOODY MICHAEL NEWMAN PAM FEAGLE THOMAS DEMPS
District 1 District 2 District 3 District 4 District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 2, 2023

Bryant Celestine -- THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject: Taylor County

6749 S Red Padgett Rd - Housing Rehabilitation Project

Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

Request for Comments

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 6749 S Red Padgett Rd, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <a href="mailto:levans@ta/lorcountygov.com">levans@ta/lorcountygov.com</a>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at Corbett. Alday, @Guardian CRM. Logn.

Please find enclosed the following required documentation:

1. Project Address/Location Map

2. Scope of Work

Sincerely,

Jámie English Chairman

JAMIE ENGLISH JIM MOODY MICHAEL NEWMAN PAM FEAGLE THOMAS DEMPS
District 1 District 2 District 3 District 4 District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

October 2, 2023

Bryant Celestine -- THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject: Taylor County

5606 Smith Rd – Housing Rehabilitation Project Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

Request for Comments

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 5606 Smith Rd, Perry, FL 32348 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348 on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <a href="mailto:levans@taylorcountygov.com">levans@taylorcountygov.com</a>. Please also copy Corbett Alday, Guardian CRM, Inc. by email at <a href="mailto:Corbett.Alday@GuardianCRM.com">Corbett.Alday@GuardianCRM.com</a>.

Please find enclosed the following required documentation:

- 1. Project Address/Location Map
- Scope of Work

Sincerely,

Jamie English Chairman



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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October 2, 2023

Bryant Celestine – THPO Alabama-Coushatta Tribe of Texas 571 State Park Road 56 Livingston, TX 77351

Subject:

**Taylor County** 

16481 Schoolhouse Road - Housing Rehabilitation Project

Florida Department of Economic Opportunity

Florida Small Cities Community Development Block Grant (CDBG)

Contract Number 22DB-OP-03-72-01-H05

Environmental Review for HUD assisted Projects 24 CFR Part 58

**Request for Comments** 

#### Dear Environmental Review Contact:

Taylor County has received Community Development Block Grant (CDBG) funding from the Florida Department of Economic Opportunity. These funds will be used for housing rehabilitation or the demolition/clearance and the re-construction of a single-family home project.

In your letter dated September 15, 2021 you stated that the absence of site-specific undertakings impedes the Alabama-Coushatta Tribe of Texas' ability to complete a determination of effects to Tribal cultural assets in conjunction with the broad review.

Taylor County has identified 16481 Schoolhouse Road, Salem, FL 32356 as a project site. This project description consists only of the rehabilitation, or the demolition and re-construction of a single-family home.

Could you please review the enclosed information in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties and provide us with written recommendations at **Attention: Jami Evans, Grants Coordinator, Taylor County BOCC, 401 Industrial Park Drive, Perry, FL 32348** on the rehab and/or demolition/re-construction of the listed property and an authorization to proceed.

If you have any questions, please contact Jami Evans by phone at (850) 838-3553 or email <a href="mailto:levans@taylorcouncy.com">levans@taylorcouncy.com</a> Please also copy Corbett Alday, Guardian CRM, Inc. by email at <a href="mailto:Corbett.Alday@GuardianCRM.corp">Corbett.Alday@GuardianCRM.corp</a>.

Please find enclosed the following required documentation:

1. Project Address/Location Map

2. Scope of Work

Sincerely,

Jamie English Chairman

### TAYLOR COUNTY BOARD OF COMMISSIONERS

**County Commission Agenda Item** 

SUBJECT/TITLE:



To approve and sign the Budget Release Agreement for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve funds for this position for the 2023-2024 budget year.

MEETING DATE REQUESTED:

October 2, 2023

Statement of Issue:

To approve and sign the Budget Release Agreement/ Memorandum of Understanding for the Taylor County Marine and Natural Resources Extension Agent position for Victor

Blanco.

Recommended Action:

To approve and sign the Budget Release

Agreement/Memorandum of Understanding for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve annual funds for this position.

Fiscal Impact:

Taylor County \$30,188.21 annually (portion of salary)

**Budgeted Expense:** 

\$30,188.21 (for 2023-2024)

Submitted By:

Lori Wiggins, Taylor County Extension Director

Contact:

850-838-3508

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This position is a UF/County split salary. Benefits for this position is paid for by the University of Florida at no cost to the county.

Options:

Attachments:

JAMIE ENGLISH District 1

JIM MOODY District 2 MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Friday, September 15, 2023

To Whom It May Concern:

This letter serves to reaffirm the Memorandum of Understanding between the Taylor County Board of County Commissioners and the University of Florida, which is effective 10/1/2021 until 9/30/2025. Per the MOU, Exhibit A is subject to annual approval by the Taylor County Board of County Commissioners. Specifically, the MOU as outlined by Exhibit A FY2024 will support salary and fringe according to the attached Exhibit A schedule from October 1, 2023-September 30, 2024.

For the University:		For the Count	ty:	
lori Wiggins	9/15/2023   2:34 PM	MEDT Juna	1	10/2/23
Lori Wiggins County Extension Director UF/IFAS- Taylor County Ex	Date	County Repre	sentative	Date
203 Forest Park Dr. Perry, FL 33831	terision	Chair County Repres	Sentative Title	

Eric Simonne

9/15/2023 | 2:44 PM EDT

District Extension Director 2142 Shealy Drive Gainesville, FL 32611 Date

University of Florida Division of Sponsored Programs

#### Exhibit "A" - FY2024 FINAL Projected Annual Expense Budget

#### Taylor County Sea Grant Agent FY2024 Summary

Annual Budget: 10/01/2023 - 9/30/2024 Prepared: 08/29/23

#### Payroll Due From County for FY2024

Blanco, Victor

\$ 30,188.21

Total Payroll: \$

30,188.21

#### and his opening a succession of the succession o

Total

30,188.21

Anticipated Payment Schedule:			
Ja	anuary 10 \$	5	7,547.05
	April 10 \$	5	7,547.05
	July 10 \$	5	7,547.05
** Septe	ember 10 \$	5	7,547.05
	Total:	5	30,188.21

<sup>\*</sup> Cost Reimubursable Agreement- Quarterly invoices will be based on actual expenses incurred during the quarter.

#### Please remit invoices to:

**Taylor County** 

C/O LaWanda Pemberton, County Manager

201 East Green Street

Perry, FL 32347

Email: Lpemberton@taylorcountygov.com

cc: lwiggins@ufl.edu

<sup>\*\*</sup> Invoicing for September will be partially projected through 9/30. Final invoice may take place following month end.

## Taylor County Sea Grant Agent Salary Details Annual Budget: 10/01/2023 - 9/30/2024

	31881973	State	County	Total	5% Margin
Blanco, Victor	Percentage	70.000%	30,000%	100.000%	
Sea Grant Agent					
	Salary	51,883.15	22,235.64	\$ 74,118.79	
Fringe Pool Rate:	Pooled Fringe	15,201.76	6,515.04	\$ 21,716.81	
	29.30%				
	Grand Totals	67,084.92	28,750.68	\$ 95,835.60	
Exempt					
Blanco, Victor					
	Annual: \$74,118.79		Total Due from Cty	\$ 28,750.68	30,188.21
Position 0001-4741					•

Taylor County Total Projected Payroll: \$ 30,188.21

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as "AGREEMENT") entered on DATE, between Taylor County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

#### WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida, through its Cooperative Extension Service, is charged with disseminating the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences to the public in order to sustain and enhance the quality of human life in the State of Florida;

WHEREAS, this function is performed through the Florida Cooperative Extension Service (a partnership between state, federal, and county governments) that includes extension faculty members, scientists, educators, administrative staff, and volunteers working cohesively throughout Florida's 67 counties;

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for producers, families, homeowners, and young people within the county;

WHEREAS, said programs will be developed and implemented in the County by Extension Agents employed by the UNIVERSITY and the County to work directly with local advisory committees and Extension personnel; and

WHEREAS, the Extension Agents will use appropriate Extension personnel from the University of Florida and the County and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

## ARTICLE I

The Florida Cooperative Extension Service, an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, was established to extend non-biased, research-based educational information from the University to the people of the State of Florida on subjects related to agriculture, horticulture, water quality and quantity, natural resources and the environment, energy, family and consumer sciences, community development, 4-H youth development, and other programs deemed necessary. The Florida Cooperative Extension Service makes the findings of research in these areas available to the people of Florida through the UF/IFAS Extension Service in partnership with Florida Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the University of Florida and the County identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the UF/IFAS Extension Service (hereinafter referred to as "UNIVERSITY") and the "COUNTY." The purpose of this AGREEMENT is to specify the terms under which each the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical, and research information to Extension Service in the COUNTY.

## ARTICLE II GOALS AND OBJECTIVES

- 1. Plan, develop, implement, teach, evaluate and report on non-biased, research-based public education programs targeting the COUNTY's citizens and citizen groups (e.g., agricultural and horticultural producers, homeowners, businesses, youth, commercial industries and their associations, community groups, local governments).
- 2. Develop and distribute creative works and educational materials to the community.
- 3. Develop and sustain partnerships with community agencies and leaders, businesses, media and the general public.
- 4. Extend educational training through volunteer systems.

## ARTICLE III TERMINIATION OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party hereto giving 1-year prior to written notice thereof to the other.

## ARTICLE IV RESPONSIBILITIES

- 1. The parties agree as follows: With respect to hiring County Extension Faculty- Marine Sea Grant Agent (herein after referred to as either "Extension Faculty or Extension Agent"),
  - a. UNIVERSITY and the COUNTY will jointly agree on whether to fill vacancies in positions of Extension Faculty.
  - b. UNIVERSITY will establish minimum employment requirements and qualifications for Extension Faculty.
  - c. UNIVERSITY will recruit, interview, and screen candidates for employment as Extension Faculty.
  - d. UNIVERSITY will recommend to the COUNTY qualified applicants for appointment to vacant or new Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.
  - e. With respect to salaries of Extension Faculty,
    - Before hire, UNIVERSITY and COUNTY will establish the proportion of the starting base salaries of Extension Faculty that each party will pay. Typically, the UNIVERSITY pays 60% and the COUNTY pays 40% of the salary.
    - ii. UNIVERSITY will determine the total amount of the starting base salary of Extension Faculty member.
    - iii. As outlined in Article V and Exhibit A, the UNIVERSITY and the COUNTY will each pay its own respective portion of salary and fringe benefits for Extension faculty but will not be responsible for payment of the other party's portion.

- iv. UNIVERSITY will determine the total dollar amount of cost-of-living, merit, and rank promotion salary increases for Extension Faculty and submit the COUNTY's portion of this figure to the COUNTY annually through Exhibit A.
- f. If applicable, UNIVERSITY will take responsibility for the immigration status of Extension Faculty and certify to COUNTY that such immigration status is legal and in compliance with all federal and state immigration laws regarding this AGREEMENT between UNIVERSITY and COUNTY and the employment of Extension Faculty.
- 2. Management and administrative responsibilities of the UNIVERSITY.
  - a. Provide in-service training for Extension Faculty and provide funds for official travel to such training.
  - b. Provide a staff of state Extension Specialists to train Extension Faculty in current technology and assist Extension Faculty in the conduction of education programs in these areas.
  - c. Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of Extension Agent's performance.
  - d. Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel and administrative policies and procedures, plus state and federal Affirmative Action and Equal Employment Opportunity requirements.
  - e. Provide direct supervision to Extension Faculty through the County Extension Director.
- 3. Responsibilities of the COUNTY.
  - a. With respect to Extension Faculty, the COUNTY shall:
    - i. Participate in the employment of Extension Faculty in accordance with the provisions of Section 1004.37, Florida Statutes.
    - ii. Pay the COUNTY'S agreed share of salary and fringe benefits of Extension Faculty as more specifically set out in Article V and Exhibit A.
  - b. With respect to management and administration, the COUNTY shall:
    - i. Review and consider the annual departmental budget requests from the UNVIERSITY and take action thereon as the COUNTY may deem appropriate.
    - ii. Provide office and teaching space, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension office as the COUNTY may deem appropriate.
- 4. General management and administration provisions:
  - a. Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
  - b. All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statues.
  - c. UNIVERSITY and the COUNTY will cooperate in applying Equal Employment Opportunity policies for Extension in the COUNTY.
  - d. With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.

- e. The County Extension Director is responsible for operating this Extension Office in the County under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
- f. Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. The Professional Scheduling Policy and Procedures established by the UNIVERSITY will apply to Extension Faculty.
- g. If appropriate and needed, the COUNTY portion of a faculty member's salary can be used to support cost sharing on contracts and projects.

## ARTICLE V FUNDING AND PAYMENTS

- The COUNTY agrees to pay the UNIVERSITY the total sum as indicated on the Exhibit A towards salary and fringe expenses. This total sum is based upon known current salary cost at the time of Exhibit A development and could be modified subsequently if estimates were not sufficient to cover actual costs. This AGREEMENT is cost reimbursable.
- 2. Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY by July 1st. Exhibit A is an estimate of projected salary and fringe expenses for the year and shall not require a separate written addendum to this AGREEMENT in order to implement annual changes in salaries and related fringe benefits. Actual expenses may vary during the year due to vacancies, midyear promotions, new hires, unexpected changes in fringe benefit costs and other UNIVERSITY adjustments as indicated in Article IV.1) e. iv. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by April 15th – UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by July 1st – UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to the COUNTY for approval.

- 3. The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4. Quarterly payments shall be cost reimbursable and based on actual payroll expenses incurred during the quarter. Expected COUNTY payment due dates will be no later than 30 days after the receipt of UNIVERSITY invoices. UNIVERSITY invoices will be issued in accordance with the "Anticipated Payment Schedule" in Exhibit A.
- 5. Quarterly invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the following address on record at the UNIVERSITY. The address the date of this AGREEMENT is:

Taylor County 201 East Green Street Perry, FL 32347

6. Policies regarding leave accrual, leave balances and administering leave, including annual, sick, civil, holiday and military leave and regarding payment of unused annual and sick leave upon

- separation will be established and maintained by the UNIVERSITY, and shall apply to Extension Faculty.
- 7. The COUNTY may elect to pay an annual salary supplement for Extension Faculty. If such an election is made the COUNTY shall fund 100% of the salary supplement, including any increases in salary, fringe benefits, and worker's compensation, and will pay the sum to the UNIVERSITY during the COUNTY'S quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will amend the salary projection in Exhibit A and adjust the quarterly billings to accommodate the salary supplement. If at any point the supplement is removed, the COUNTY will continue to pay any increases through cost-of-living, merit and rank promotion salary increases, etc. accumulated during the time the supplement was provided.

## ARTICLE VI PERIOD OF CONTRACT – RENEWAL – MODIFICATION

This AGREEMENT shall be effective as of October 1, 2019 and shall continue through September 30, 2022 unless modified or terminated earlier. This AGREEMENT may be modified at any time by mutual written consent of both parties herein above. Each party may terminate this agreement without penalty or cause by giving the other party 1-year written notice of its intent to do so.

## ARTICLE VII MAINTENANCE OF RECORDS

The UNIVERSITY will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of five (5) years thereafter; providing, however, such activity shall be conducted only during normal business hours. The COUNTY during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the UNIVERSITY as concerns the aforesaid records and documentation.

## ARTICLE VIII LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the University of Florida and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. The UNIVERSITY, as a state agency warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it has liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. The UNIVERSITY and COUNTY further agree that

nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

## ARTICLE IX CONTRACTUAL REQUIREMENTS

- Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- 2. Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and endure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3. Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.
- 4. Covenant of No Interest. The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 5. Code of Ethics. The COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 6. No Solicitation/Payment. The COUNTY and UNIVERSITY warrant that , in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon ore resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 7. Public Access. The COUNTY and UNIVERISTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 8. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability

- insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- 9. Privileges and Immunities. All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 10. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.
- 11. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.
- 12. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 13. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 14. Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

## NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:	To University:	
Taylor County	UNIVERSITY OF FLORIDA	
c/o LaWanda Pemberton, County Manager 201 East Green Street	Division of Sponsored Resear	
Perry, FL 32347	207 Grinter Hall, PO Box 1155	500
reffy, rt 32347	Gainesville, FL 32611-5500	
And copied to:	And copied to:	
UF/IFAS Extension Taylor County	UNIVERSITY OF FLORIDA	
c/o Lori Wiggins	IFAS Extension Business Servi	ces
203 Forest Park Drive	1604 McCarty Dr., Rm. 1030	
	Perry, FL 32348	
	PO Box 110250	
	Gainesville, FL 32611-0220	
This AGREEMENT shall be effective on DATE.		
APPROVED BY:		
FOR COUNTY:		
Salvanda Temberton		7/22/10
		100/19
NAME, County Manager		DATE
APPROVED AS TO FORM AND LEGALITY:		
$\bigcap$		4
Mind Bishys		7/23/19
Authorney		DATE
DUNTY Attorney		
OR CO.		
ATTEST AME, Clerk to the Board		
L Thine MAC Murphy		-/ 1
AL JASinie Mac Murphy RIDA Come may murphy		1/23/19
Ceputy Clerk		DATE
FOR THE HAMMERSTY		
FOR THE UNIVERSITY:		
University of Florida		DATE

#### FISCAL YEAR 2024

#### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

#### **AGREEMENT**

#### BETWEEN THE

#### BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

#### AND THE

#### NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this and day of October 2023, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

#### **ARTICLE II - COMPENSATION**

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

#### **ARTICLE III - TIME COMPLETION**

This Agreement shall begin on October 1, 2023 and shall end on September 30, 2024. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

#### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

#### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

#### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. 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 Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

#### **ARTICLE VII - LIABILITY**

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

#### ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

#### ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

#### ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

#### ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

#### ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY

Attest:

Seal

Gary Knowles County Clerk

Jamie English

Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons Executive Director Janice D. Mortimer

Chair

#### APPENDIX A

#### SCOPE OF SERVICES

#### FOR THE

#### FISCAL YEAR 2024

#### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

SUBJECT/TITLE:	Florida Firefighter Assistance Grant
Meeting Date:	10/2/2023
Statement of Issu	e: Taylor County has been awarded the Florida Firefighter Assistance grant
to purchase five ne	ew S.C.B.A.
Recommendation	: Accept the grant award and sign the grant agreement.
Fiscal Impact:	Budgeted Expense: Yes No N/A x
Fiscal Impact: Submitted By:	Dan Cassel  Budgeted Expense: Yes No N/A x
•	
Submitted By:	
Submitted By:	Dan Cassel  SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
Submitted By: Contact: History, Facts & Is	Dan Cassel  SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
Submitted By: Contact: History, Facts & Is	Dan Cassel  SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS  The F.F.A. Grant is a 100% funded state grant, accepting the grant will replace thing apparatus that are out of the NFPA service life of 10 years. The cost saving to the
Submitted By: Contact: History, Facts & Is	Dan Cassel  SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS  Sues: The F.F.A. Grant is a 100% funded state grant, accepting the grant will replace thing apparatus that are out of the NFPA service life of 10 years. The cost saving to the
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Submitted By: Contact: History, Facts & Isfive self contained bread county by utilizing the self-county by utilizing the self-	Dan Cassel  SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS  Sues: The F.F.A. Grant is a 100% funded state grant, accepting the grant will replace thing apparatus that are out of the NFPA service life of 10 years. The cost saving to the

Attachments: 1. Grant Award Letter and Grant Agreement



September 26, 2023

RETURN RECEIPT MAIL

Taylor County Fire Rescue 501 Industrial Park Dr Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2023/24 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$48,286.80. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to firefightergrant@myfloridacfo.com. Additionally, if accepted, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to firefightergrant@myfloridacfo.com.

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Gena Tucker, Assistant Superintendent, Florida State Fire College

Att.: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR

STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING

11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374

EMAIL • CHARLES.FRANK@MYFLORIDACFO.COM

AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

# GRANT AGREEMENT BETWEEN DEPARTMENT OF FINANCIAL SERVICES AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

#### THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

**WHEREAS**, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment (PPE), self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

**NOW**, **THEREFORE**, the Department and the Grantee do mutually agree as follows:

#### 1. Performance Requirements:

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

#### 2. Compliance with Laws, Rules, Regulations, and Policies:

The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

#### 3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

#### 4. Payment and Funding Considerations:

- **4.1. Funding:** This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
- **4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- **4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- **4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- **Expenditures:** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: reference-guide-for-state-expenditures.pdf (myfloridacfo.com).

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

#### 6. Governing Laws of the State:

- 6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

#### 6.3. Employment Eligibility Verification: N/A

- **6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- **6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

#### 7. Mandatory Disclosure Requirements:

- 7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- 7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- 7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A
- 7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
- 7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

#### 8. Funding Requirements of Section 215.971(1), F.S.:

- **8.1.** The Grantee shall perform all tasks contained in the SOW.
- **8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- **8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- **8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- **8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- **8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
- 10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

#### 11. Return or Recoupment of Funds:

- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

#### 12. Audits and Records:

- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- **12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit

Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedule maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-s1-2020.pdf),

whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf).

- **12.5.** The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 13. Public Records: The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

#### 14. Assignments, Subgrants, and Contracts:

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee

- shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- **14.3.** The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
- 15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

#### 16. Nonexpendable Property:

- **16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- **16.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use

- in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- **16.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- **16.6.** PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

#### 17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

### 18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property: N/A

#### 19. Data Security and Information Resource Acquisition: N/A

#### 20. Insurance:

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- **20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

#### 21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

- 23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.
  - 23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
  - **23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
  - 23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
  - **23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
  - 23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
  - 23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- **24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <a href="http://www.myfloridacfo.com/Division/AA/Vendors/">http://www.myfloridacfo.com/Division/AA/Vendors/</a>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement: This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
  - i. Attachment 1, Specific Grant Awards;
  - ii. Attachment 2, Statement of Work;
  - iii. This Agreement;
  - iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
  - v. Addendum A, Public Records Requirements.
  - vi. Attachment 4, Index of Applicable Laws and Regulations.

**26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

#### 27. Termination:

- 27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
- 27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

#### 29. Indemnification:

- 29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- **29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys'

- fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- 31. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

- 32. Survival: Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- **33.** Execution in Counterparts: The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.
- 34. Contact Information for Grantee and Department Contacts:

#### Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator Bureau of Fire Standards and Training Division of State Fire Marshal 11655 NW Gainesville Road Ocala, FL 34482

Telephone number: (352) 369-2800 Firefightergrant@myfloridacfo.com

#### Grantee's Payee:

#### Grantee's Contract Manager:

Name: T.C. B.O.C.C.	Name: NAN CASSEC
Address: 201 E. GREEN ST.	Address: 501 INDUSTRIAL PARK De.
PERRY, FL 32347	PERRY, FL 32348
Phone:	Phone: 850-838-3522
Fax:	Fax: 850 - 838 - 3524
Email:	Email: DCASSEL @ TAYLOR COUNTY GOV. COM

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

#### 35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:	Department of Financial Services:		
Taylor County Board of County Commissioners			
By: famo 6	Ву:		
Name: Janub English	Name:		
Title: Chair person	Title:		
Date: 10/2/33	Date:		

#### Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed \$48,286.80 for the grant period during the 2023-2024 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following: To purchase five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

#### Attachment 2, Statement of Work

#### A. PROGRAM REQUIREMENTS

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

- a) "Combination fire department" means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b) "Volunteer fire department" means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c) "Fire service provider" means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d) "NFPA" means the National Fire Protection Association.

#### B. SCOPE OF WORK

#### 1. The Grantee's Responsibilities:

- a. The Grantee shall perform the following tasks:
  - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
  - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
  - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
  - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

- 5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
  - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
  - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
  - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
  - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

#### 2. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

#### 3. Deliverables:

The Grantee shall perform the following tasks as specified:

Table 1 Deliverables  Deliverable 1 - Authorized Training			
As described in Attachment 1.	Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.	
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all	

		stated terms and			
		conditions for the			
Deliverable 1 navment amount must not a	veged amount stated in Attachmon	training.			
Deliverable 1 payment amount must not exceed amount stated in Attachment 1.  Deliverable 2 – Authorized Equipment Purchases					
* *					
Tasks	Performance Measures and	Financial			
As described in Attachment 1	Due Date Within thirty (30) calendar days	Consequences Funds expended for			
As described in Attachment 1	from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date.  Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof	equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.			
	of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).  Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received.				
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.			
Deliverable 2 payment amount must not ex					
TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1)					

#### 4. Expenditure and Reconciliation Report:

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

#### C. SPECIAL PROVISIONS

#### 1. Demonstration of Performance and Acceptance of Deliverables:

The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

2. Payment Amount, Invoice Submittal, and Payment Schedule: The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30<sup>th</sup> of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30<sup>th</sup> of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

- **3. Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
- 4. Financial Consequences for Failure to Timely and Satisfactorily Perform: Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

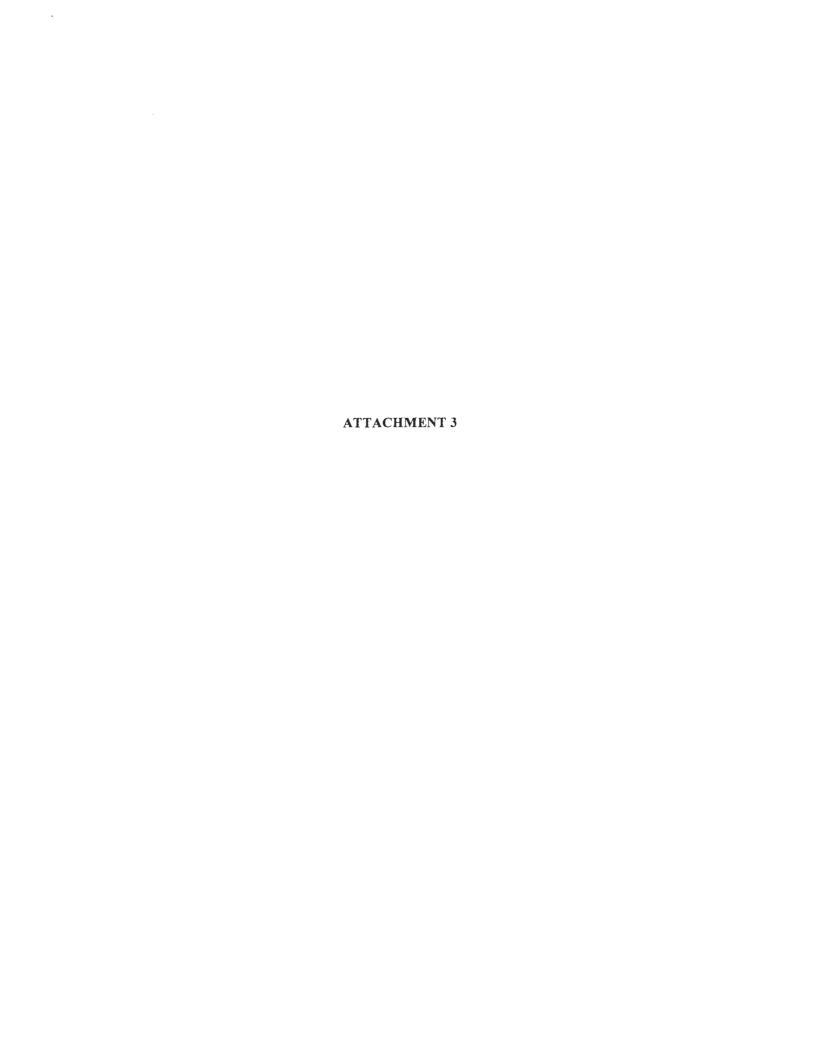
particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

- 5. Notification of Instances of Fraud: Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
- **6. Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
  - a. Stop work under the Agreement on the date and to the extent specified in the notice.
  - b. Complete performance of such part of the work as shall not have been terminated by the Department.
  - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 7. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 8. Insurance Coverage: In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.

### 9. Limitation of Liability:

- a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
- b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

- End of Attachment 2, Statement of Work -



### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

### MONITORING

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

### **AUDITS**

### Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR \$200.90, \$200.64, and \$200.70.

- 1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. EXHIBIT I to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

### Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C.

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

### Part III: Other Audit Requirements

N/A

### Part IV: Report Submission

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
  - The Department at each of the following addresses:

Electronic copies (preferred): firefightergrant@myfloridacfo.com

or

Paper (hard copy): Charles Frank Bureau of Fire Standards and Training Department of Financial Services 11655 NW Gainesville Road Ocala, Florida 34482

The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

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

- 3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

### Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C.

# AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

### EXHIBIT 1

	eral Resources Awarded to the Grantee rsuant to this Agreement Consist of the Following:
1.	Federal Program A:
	N/A
2.	Federal Program B:
	N/A
	apliance Requirements Applicable to the Federal Resources arded Pursuant to this Agreement are as Follows:
1.	Federal Program A:
	N/A
2.	Federal Program B:
	N/A
	e Resources Awarded to the Grantee suant to this Agreement Consist of the Following:
Mate	ching Resources for Federal Programs:
1.	Federal Program A:
	N/A
2.	Federal Program B:
	N/A
Subj	ect to Section 215.97, F.S.:
1.	State Project A:
	State Project: Volunteer Firefighter Grant Assistance Program State Awarding Agency: State of Florida, Department of Financial Services Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006 Amount:  Not to exceed \$ for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year
2.	State Project B:
	$N\!/\!A$

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C.

## Attachment 4 Index of Applicable Laws and Regulations

### 1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)

Chapter 119, F.S. (public records and exceptions to disclosure)

Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)

Section 216.1366, F.S. (inspection of records)

Section 286.101, F.S. (foreign gifts and contracts)

Section 286.25, F.S. (sponsorship)

Section 287.133, F.S. (convicted vendor list)

Section 287.134, F.S. (discriminatory vendor list)

Section 287.137, F.S. (antitrust violator vendor list)

Americans with Disabilities Act

Immigration and Nationality Act

### 2. Audit Requirements:

Section 20.055, F.S. (audit investigations)

Section 215.34, F.S. (return or recoupment of funds)

Section 215.97, F.S., Florida Single Audit Act

Section 215.971, F.S., Agreements Funded with Federal or State Assistance

### 3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)

Section 273.02, F.S. (nonexpendable tangible personal property)

Section 287.0585, F.S. (payments to subcontractors)

Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)

Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

## DEPARTMENT OF FINANCIAL SERVICES Public Records Requirements

### Addendum A

### 1. Public Records Access Requirements.

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

### 2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

### 3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

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

Telephone: (850) 413-3149

Email: <u>PublicRecordsRequest@myfloridacfo.com</u>

Mailing Address: The Department of Financial Services

Office of Open Government

PL-11, The Capitol

Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider the approval of lease amendment No. P00024 with the Veteran's Administration.

MEETING DATE REQUESTED:

October 2, 2023

Statement of Issue:

To continue VA clinic lease

Recommended Action:

**Approve** 

Fiscal Impact:

\$12,854.28 lease received

**Budgeted Expense:** 

Yes

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: These supplemental agreements are for years 1 and 4 of 5 year lease option for leasing of the VA Clinic in Perry. This clinic provides VA services directly in Taylor County. The attached amendment is needed in order to receive funding of \$12,854,28 annually.

Options:

**Approve/ Not Approve** 

Attachments:

Supplemental agreement

US DEPARTMENT OF VETERANS AFFAIRS	LEASE AMENDMENT NO. P20024			
LEASE AMENDMENT	TO LEASE NO. 1/4243 13 1 2077			
ADDRESS OF PREMISES PERRY VA CLINIC 1224 NORTH PEACOCK AVENUE none none PERRY FL 32347				
THIS AMENDMENT is made and entered into between TAYLOR, COUNTY OF whose address is				
201 E GREEN ST				
PERRY FL 32347				
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, herein WHEREAS, the parties hereto desire to amend the above Lease.	after called the Government:			
NOW THEREFORE, these parties for good and valuable consideration, the re acknowledged, covenant and agree that the said Lease is amended, effective				
THIS SLA IS TO ISSUED FUNDING FOR THE ANNUAL LEASE RENT FOR PERIO	D OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024.			
FUNDING PERIOD 10/01/2023 TO 09:30/2024				
1. MONTLY PAYMENTS \$1,071.19 FOR TWELVE (12) MONTHS WHICH TOTALS \$12,354.23. REFERENCE PURCHASE ORDER NUMBER: 573-C42071				
ALL MONTHLY PAYMENTS SHALL BE PAID IN ARREADS.				
ANNUAL RENT \$12,854.28 FOR PERIOD 10/01/2023 TO 09/30/2034				
ALL TERMS AND CONDITIONS REMAIN THE SAME.				
This Lease Amendment contains pages.  All other terms and conditions of the lease shall remain in force and effect.  IN WITNESS WHEREOF, the parties subscribed their names as of the below	date.			
FOR THE LESSOR:	FOR THE GOVERNMENT:			
Tana Galada	Signature:Sibyl Straham			
01:	Name: Sibyz G. ranam  Title: Lease Contracting Officer			
•	Department of Meterans Affairs			
10/2/23	Date:			
WITNESSED FOR THE LESSOR BY: Signature: Olling Grubbs  Title: Deputy Clerk  Date: 10 2 2 2 3				

### Marsha Durden

From:

LaWanda Pemberton

Sent:

Thursday, September 21, 2023 9:56 AM

To:

Marsha Durden; Agenda

Subject:

FW: VA248-13-L-0077 P00024- Continuation of Lease Payments for Perry VA CBOC

**Attachments:** 

VA248-13-L-0077 P00024 SLA FY 2024 FUNDING PERRY CBOC.pdf

Importance:

High

Place holder for October 2<sup>nd</sup> agenda

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners
<a href="http://www.taylorcountygov.com">http://www.taylorcountygov.com</a>



From: Burford, Tereshia <Tereshia.Burford@va.gov> Sent: Thursday, September 21, 2023 9:43 AM

To: LaWanda Pemberton < LPemberton@taylorcountygov.com>; dwelch@taylorclerk.com

Cc: Burford, Tereshia < Tereshia. Burford@va.gov>

Subject: VA248-13-L-0077 P00024- Continuation of Lease Payments for Perry VA CBOC

Importance: High

Good morning,

Please review, sign and return the SLA for continuation of Monthly Lease Payments beginning October 2023.

If you have any questions, please contact me by email immediately.

Please return by September 25, 2023.

Thank you,

Sincerely,
Tereshia Burford
Leasing Contract Specialist
Network Contract Office 8 (NCO-8)
Tampa, Florida 33637

Tel: 813-796-3452

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve grant pre-application and required support documents to the Federal Aviation Administration (FAA) requesting funding assistance for the Apron Lighting Project (Construction Phase) at Perry Foley Airport.

MEETING DATE REQUESTED:

October 2, 2023

Statement of Issue:

Board to review and approve grant pre-application and required support documents to FAA requesting FAA BIL AIG funds in the amount of \$331,650 for the Apron Lighting Project (Construction Phase) at Perry Foley Airport. If FAA approves the pre-application, the actual grant application will be submitted in April 2024.

Recommended Action: Approve grant pre-application to FAA.

Fiscal Impact:

The County is requesting funding assistance from FAA in the amount of \$331,650. The County has executed a grant agreement in the amount of \$36,850 from FDOT for the project. The County will not be providing a match.

**Budgeted Expense:** 

Not applicable at this time as the actual grant application will not be submitted to FAA until April 2024. The FDOT grant funds for the match have been budgeted for FY 2023-2024.

Submitted By:

Melody Cox, Grant Writer

Contact:

**Melody Cox** 

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FAA funded the design phase of the Apron Lighting Project, and the County is requesting funding assistance in the amount of \$331,650 for the construction phase of the lighting project. If the pre-application is approved by FAA, the actual grant application will be submitted in April 2024.

Attachments:

Pre-Application for funding assistance using FAA BIL AIG

funds and support documents.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

September 26, 2023

Mr. Stephen Wilson Planner Federal Aviation Administration Orlando Airports District Office SouthPark Building 8427 SouthPark Circle, Suite 524 Orlando, FL 32819

Subject: Perry Foley Airport; Perry, Florida FY 2024 Airport Improvement Program

Dear Mr. Wilson,

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2024 AIP pre-application for the following project:

1. Apron Lighting (Construction Phase)

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

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - o Description and Justification (scope of work for planning or environmental projects)
  - Project Funding
  - o Project Preliminary Checklist
  - o Proposed Project Schedule
  - Project Sketch

Ames / Co

✓ Environmental Determination Documentation for each project

At this time, we are requesting \$331,650.00 in FAA BIL AIG funds. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-April or the established deadline issued by your office.

Sincerely,

Jamie English Chairman

# Project No. 1: Detailed Project Information Sheet Airport Improvement Program (AIP)

Airport :	Perry Foley Airport (FPY)					
City, ST:	Perry. Florida					
DUNS / TAX ID No.	DUNS / TAX ID No. 065887796 / 59-6000879					
SAM Expiration Date:						
Project Title:	Project Title: Apron Lighting (Construction Phase)					
Project Description:						
approximately seven apror sod along the east, north, a These lights are needed to paircraft tie-downs, termina  Project Justification:	d and construction administration phase services and construction of lights (including lights, poles, cable, conduit, panels, controls, and nd west edges of the general aviation apron at Perry Foley Airport. provide adequate light levels over the apron, including the fuel farm, l, and commercial and t-hangars, for aircraft movements at night,					
	has no lighting to accommodate night aircraft movements. These e safe movements and enhance safety at the airport.					
	t's Capital Improvement Plan (CIP) in JACIP and accepted as Airport Capital Improvement Plan (ACIP)?    Yes   No (explain below)					
N/A						
Special Circumstances (ch	eck if applicable to the project):					
☐ Force Account Services ☐ Benefit Cost Analysis ☐ [Enter Other] ☐ Mods. To Standards ☐ Design-build or CMR ☐ [Enter Other] ☐ AIP eligible & non-eligible ☐ Exceeds FAA Stds. ☐ [Enter Other]						
None.						
Project Funding:						
Total Cost (100%)	FAA Share (90%)					
\$368,500.00	\$331,650.00 \$36,850.00 \$0					

Type of Funding Proposed (FAA Share Only)							
Fund Type	Fund Type Funds Available F		d Type Funds Available Funds to be Used		Funds Remaining		
NP2023 BIL AIG	\$ 336,000	\$ 331,650	\$ 4,350,00				
Total	\$ 336,000	\$ 331,650	\$ 4,350.00				

Alternate Funding Plan:

Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

### **Project Cost Estimate Breakdown:**

Apron Lighting (Construction Phase)			Co	ost (100%)	F	AA (90%)
Construction			\$	303,500.00	\$	273,150.00
Professional Services			\$	65,000.00	\$	58,500.00
S	Subtotal Amount		\$	368,500.00	\$	331,650.00
Total Estimated Project Cost (100%)	:	\$ 3	368,50	0.00		
Total FAA Share Cost (90%)	;	\$ 3	331,65	0.00		

\*NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.

### Project Preliminary Checklist:

AIP Document Pre-requisites	Ε	Dates	
Date of FAA Approved ALP	8/1	5/2017	
Date of last 5010, Airport Master Record verification for data corrections.		30/2022	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	8/15/2017		
Date of Environmental Determination	On Going		
Date of last Airport Pavement Maintenance Program.	6/2/2021		
Date of Land Acquisition (if applicable)	N/A		
Impacts to FAA Facilities	Yes	No	
Does the project impact FAA facilities?		$\boxtimes$	

### PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:	<u>Dates:</u>
Selection of Consultant	11/28/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2023
Pre-design Conference	4/1/2023
CSPP and Airspace Coordination in iOE/AAA¹	2/1/2024
Completion of Plans, Specifications and Engineers Report	2/1/2024
Submit Plans and Specs to FAA²	2/1/2024
Advertisement of Project for Bids	2/15/2024
Bid Opening	3/15/2024
Bid Tabulation Submittal and Recommendation of Award	3/16/2024
Application Submittal to FAA ADO Engineer	4/1/2024
Grant Offer	5/1/2024
Execution of FAA Grant	6/1/2024
Pre-construction Conference	7/1/2024
Notice to Proceed to Contractor³	7/1/2024
Substantial Completion of Construction	11/1/2024
Final Inspection	11/15/2024
Project Close-Out⁴	1/15/2025

<sup>=</sup> To be coordinated with the ADO Engineer prior to grant application submittal.

<sup>&</sup>lt;sup>1</sup> Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

<sup>&</sup>lt;sup>2</sup> For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing/prorating all non-AIP eligible bid items identified prior to grant execution.

<sup>&</sup>lt;sup>3</sup> Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

<sup>&</sup>lt;sup>4</sup> Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

### Program Budget Apron Lighting Perry-Foley Airport

9-26-2023

**Apron Lighting** 

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY		UNIT PRICE	EXTENDED TOTAL
1	C-105-1	MOBILIZATION	LS	1	\$	30,000.00	\$ 30,000.00
2	L-100-1	120-FT HIGH MAST LIGHTS	EA	7	\$	30,000.00	\$ 210,00().0()
3	L-100-2	ELECTRICAL CONTROLS AND CABLING	LS	1	\$	55,000.00	\$ 55,000.00
4	T-904-1	SODDING, BAHIA ARGENTINA	LS	1	\$	8,500.00	\$ 8,500.00
					Suk	oTotal:	\$ 303,500.00

 Construction Total:
 \$ 303,500.00

 Professional Services:
 \$ 65,0()0.00

 Total Project Cost:
 \$ 368,500.00

FAA: \$ 331,650.00 FDOT: \$ 36,850.00 \$ 368,50().00



Perry Foley Airport

Airport:

### **Airport Grant Pre-application Checklist**

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Sponsor: City, State:		Taylor County, Florida			
		Perry, Florida			
Date of	f Pre- Application:	September 26, 2023			
Items	entitlements in sign/date and re	n on having a project this fiscal year to the next fiscal year. (If checked, seturn to ADO)	skip below pre-application ch	-	ur
No.		Document		Yes	N/A
1.	Cover Letter	1 1 5	A decidence of the second	×	77-
2.	Detailed Project	Information Sheet (per project item)		×	
a.	Project Descripti Scope of Work)	on and Justification (for Planning or Env	rironmental Projects include	×	
b.	Special Circumst	ances			×
C.	Project Funding	(be aware of your federal funding entit	tlement dollars)	$\boxtimes$	
d.	Project Cost Est	mate		X	
e.	Project Prelimina	ry Checklist		$\boxtimes$	
f.	Proposed Project	t Schedule		$\boxtimes$	
g.	Project Sketch			×	
3.	Environmental D	etermination Documentation (per proje	ct item)	$\boxtimes$	-
	mie English nsor's Designated	Official Representative (Type or Print)	September 26, 2023		
Spor	nsor's Designated	Official Representative (Signature)	Date		-
Opo	o Boolghated	B (Oldination)	Date		
equesti	ng Airport Improve	list is to identify some of the requirent ment Program (AIP) funds. This check submit in lieu of SF 424, 5100-100 / 10	list was created by the Orlan	ndo ADO	) for

simplify the AIP pre-application package. Note SF 424 and the 5100 forms are still required components

of the AIP APPLICATION package.

# **Untitled Map** Legend **RDS Manufacturing** Write a description for your map. Taylor County Fire Rescue - Station 1 Taylor County Ship/Housing High Mast Light 4 High Mast Light 3 High Mast Light 6 High Mast Light 5 High Mast Light 2 High Mast Light 1 High Mast Light 7 Google Earth 400 ft

## FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

SHORT FORM
Airport: Perry Foley Airport Project Title: Apron Lighting (Construction Phase)
Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would no individually or cumulatively have a significant effect on the human environment. Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action. 5-6.3(b)
•
List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. A CATEX should not be used for a segment or an interdependent part of a larger proposed action. Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.
Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances of significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:
-An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 5 U.S.C. §300101 et seq.;
-An impact on properties protected under Section 4(f); -An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangere Species Act, 16 U.S.C. §§ 1531-1544);
-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661 667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wildian Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI and solid waste management;
-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistence with plans or goals that have been adopted by the community in which the project is located;  An increase in congestion from surface transportation (by causing decrease in level of service below acceptable level determined by appropriate transportation agency, such as a highway agency);  -An impact on noise levels of noise sensitive areas;
-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 4 U.S.C. §§ 7401-7671q;
-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standard established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300 26;
-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but no limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that never environmental contamination risks are created.
Based on the information in this Short Form CATEX and supporting information, I certify that the Propose Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.
September 26, 2023
September 26, 2023 Signature of Authorized Airport Representative  Date
FAA Determination (signature of Program Manager):
Categorically Excluded:Date:

Requires further environmental analysis: \_\_\_\_\_\_\_Date: \_\_\_\_\_\_

### CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Fole	y Airport		
Prepared and certified by:	John Collins, P.E.	Date:	September 26, 2023

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA			
ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION			
THAT WOULD NORMALLY BE CATEGORICALLY			
EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		х	
Land acquisition		x	
New airport serving general aviation		х	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction,			
resurfacing or widening		x	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		X	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:		^	
Historic/Archeological/Cultural Resources			
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened, or candidate		X	***************************************
species, or designated/proposed critical habitat		x	
Federal, state, tribal, or local natural, ecological, or scenic			· · · · · · · · · · · · · · · · · · ·
resources		x	
Wetlands, floodplains, waterways	-		
Energy supply or natural resources		X	
Protected rivers or river segments		X	
		X	
Established community(s), planned development, or	ł	x	
plans/goals adopted by the local community			
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	
Water quality, a sole source aquifer, public water supply	ŀ	x	
system, or federal, state, or tribal water quality standards			
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Be Inconsistent with Federal, state, tribal, or local law		x	
relating to environmental aspects			
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within	-		
the 65 dBA noise contour or newly include Noise Sensitive	İ	x	
Land Uses within the 65 dBA noise contour.			
Cause Environmental Justice Impacts		х	
Contain Hazardous Materials or Affect Hazardous		x	
Materials/Sites			
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or		x	
impact the visual nature of surrounding land uses  * Attach detailed explanations or analysis for all "yee" answers or			

<sup>\*\*</sup> Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Grant Pre-Application package to the Federal Aviation Administration (FAA) requesting funding assistance in the amount of \$3,105,000 for the Taxiway Construction- Realignment Project, Phase 1 at Perry-Foley Airport.

MEETING DATE REQUESTED:

October 2, 2023

Statement of Issue:

Board to review and approve the FAA grant pre-application and associated documents requesting funding assistance for the construction of Taxiways A, E, and F Realignments Phase 1 Project at Perry-Foley Airport. If the preapplication is approved, the actual application will be submitted to FAA in April 2024.

Recommended Action:

Approve grant pre-application package to FAA for Phase 1 of the taxi-way realignment project.

Fiscal Impact:

The County is requesting funding assistance in the amount of \$3,105,000 from FAA. \$345,000 has been received from FDOT for the project. The County requested and received a waiver of match (REDI) and the County will not be required to provide a cash match.

**Budgeted Expense:** 

Not applicable at this time. Funding assistance would not be received if the grant is approved until July 2024. The FDOT match has been included in the FY 2023-2024 budget.

Submitted By:

**Melody Cox, Grants** 

Contact:

**Melody Cox** 

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A pre-application for construction projects is required by FAA. Current airport taxiway geometrics do not meet the current FAA geometrics requirements. Realignment of the taxiways will be required for the County to maintain their airport license. Phase I will remove existing Taxiway A and it will be replaced with new Taxiways B, C, and D1 which will provide access to the north ends of the Airport's primary Runway 18/36 and Runway 12/30, the secondary runway. If the pre-application is approved, the actual grant application will be submitted in April 2024. The future Phase II project will provide access to the south ends of the two runways.

Attachments:

Pre-Application to FAA and support documents



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

**GARY KNOWLES, Clerk of Court** Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 26, 2023

Mr. Stephen Wilson Planner Federal Aviation Administration Orlando Airports District Office SouthPark Building 8427 SouthPark Circle, Suite 524 Orlando, FL 32819

Subject: Perry Foley Airport; Perry, Florida FY 2024 Airport Improvement Program

Dear Mr. Wilson,

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2024 AIP pre-application for the following project:

1. Construct Taxiways A, E, and F Realignments—Phase 1

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

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - o Description and Justification (scope of work for planning or environmental projects)
  - o Project Funding
  - o Project Cost Estimate
  - Project Preliminary Checklist
  - Proposed Project Schedule
  - Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting \$600,000.00 in FAA entitlement funds, and \$2,500,000 in FAA discretionary funds for a total of \$3,105,000.00. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-April or the established deadline issued by your office.

Sincerely,

Jamie English

Chairman

Proj	ect No. 1: Detailed Project Information Sheet Airport Improvement Program (AIP)
Airport:	Perry Foley Airport (PFY)
City, ST:	Perry, Florida
DUNS / TAX ID No.	065887796 / 59-6000879
SAM Expiration Date:	
Project Title:	Construct Taxiways A, E and F Realignments—Phase 1
requirements specified in I to provide access to the not 2) will construct and Taxi The proposed pavement decrushed aggregate base on attached. State funding with professional services will recompletion of the design, responsible/responsive completed in the current meet the geometric requirement.	The existing Taxiway A alignment which does not meet the geometric FAA AC 150/5300-13A and replace with new Taxiway B, C, and D1 with ends of Runway 18-16 and Runway 12-30. A future phase (Phase way D and G to provide access to the south end of Runway 18-36. The esign section will be 4 inches of P-401 asphalt on 6 inches of P-209 in 6 inches of P-154 stabilized subbase. A sketch of the project is all cover the remaining work not paid for with FAA funds. The expresent a standard state/federal procurement process which involves followed by a publicly advertised bid, and then construction by the intractor.  Airport Layout Plan Update, the current taxiway geometries do not express the federal procurement process which involves followed by a publicly advertised bid, and then construction by the intractor.
	rt's Capital Improvement Plan (CIP) in JACIP and accepted as Airport Capital Improvement Plan (ACIP)?     Yes     No (explain below)
N/A	
Special Circumstances (c  Force Account Ser  Mods. To Standard  AIP eligible & non-	ds Design-build or CMR [Enter Other]
None.	
Project Funding:	

FAA Share (90%) \$3,105,000.00 State (10%) \$345,000.00

Total Cost (100%) \$3,450,000.00

Page	1	$\alpha f$

\$0

Local (0%)

Туре о	Type of Funding Proposed (FAA Share Only)					
Fund Type	Funds Available	Funds to be Used	Funds Remaining			
NP2021	\$ 150,000	\$ 150,000	\$ 0			
NP2022	\$ 150,000	\$ 150,000	\$ 0			
NP2023	\$ 150,000	\$ 150,000	\$ 0			
NP2024	\$ 150,000	\$ 150,000	\$ 0			
DISC2024	\$2,505,000	\$2,505,000	\$ 0			
Total	\$3,105,000	\$3,105,000	\$ 0			

Alternate Funding Plan:

Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

### Project Cost Estimate Breakdown:

Taxiway A, E, and F Realignments—Phase 1	Cost (100%)	FAA (90%)
Construction	\$2,949,000.00	\$2,654,100.00
Engineering	\$ 501,000.00	\$ 450,900.00
Subtotal Arr	nount \$3,450,000.00	\$3,105,000.00
Total Estimated Project Cost (100%)	\$3,450,000,00	

Total Estimated Project Cost (100%) \$3,450,000.00

Total FAA Share Cost (90%) \$3,105,000.00

\*NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.

### Project Preliminary Checklist:

AIP Document Pre-requisites	D	ates
Date of FAA Approved ALP	8/1	5/2017
Date of last 5010, Airport Master Record verification for data corrections.	12/3	0/2022
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	8/15/2017	
Date of Environmental Determination	On Going	
Date of last Airport Pavement Maintenance Program.	6/2/2021	
Date of Land Acquisition (if applicable)	and Acquisition (if applicable) N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?		

### PROPOSED PROJECT SCHEDULE

Proposed Projec	t Schedule: Dates:
Selection of Consultant	12/12/2017
Pre-Application Submittal to FAA ADO Planner	10/14/2022
Pre-design Conference	12/21/2021
CSPP and Airspace Coordination in iOE/AAA¹	12/15/2024
Completion of Plans, Specifications and Engineers Re	port 1/12/2023
Submit Plans and Specs to FAA²	1/12/2023
Advertisement of Project for Bids	2/18/2024
Bid Opening	3/18/2024
Bid Tabulation Submittal and Recommendation of Awa	rd 3/20/2024
Application Submittal to FAA ADO Engineer	4/12/2024
Grant Offer	6/21/2024
Execution of FAA Grant	7/12/2024
Pre-construction Conference	7/14/2024
Notice to Proceed to Contractor <sup>3</sup>	7/14/2024
Substantial Completion of Construction	7/14/2025
Final Inspection	8/14/2025
Project Close-Out <sup>4</sup>	9/14/2025

<sup>=</sup> To be coordinated with the ADO Engineer prior to grant application submittal.

<sup>&</sup>lt;sup>1</sup> Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

<sup>&</sup>lt;sup>2</sup> For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing/prorating all non-AIP eligible bid items identified prior to grant execution.

<sup>&</sup>lt;sup>3</sup> Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

<sup>&</sup>lt;sup>4</sup> Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

#### PHASE I ESTIMATE OF PROBABLE CONSTRUCTION COST Realign Taxiways A, E and F Perry-Foley Airport

### 9/26/2023

### PHASE I CIVIL

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	C-102-1	EROSION & POLLUTION CONTROL	LS	1	\$ 200,000.00	\$ 200,000.0
2	C-105-1	MOBILIZATION	LS	1	\$ 189,480.72	\$ 189,480.72
3	C-105-2	MAINTENANCE OF TRAFFIC	L5	1	\$ 5,000.00	\$ 5,000.0
4	P-101-1	DEMOLITION OF ASPHALT PAVEMENT	SY	14,240	\$ 10.00	\$ 142,401.0
5	P-101-2	DEMOLITION OF CONCRETE PAVEMENT	SY	4,532	\$ 20.00	\$ 90,636.0
6	P-151-1	STRIPPING & STOCKPILING, 6"	AC	5	\$ 4,500.00	\$ 22,500.0
7	P-152-1	EXCAVATION & EMBANKMENT	CY	9,600	\$ 25.00	\$ 240,000.0
8	P-152-2	SUBGRADE PREPARATION	SY	10,780	\$ 7.00	\$ 75,460.0
9	P-154-1	STABILIZED SUBBASE COURSE, 6"	SY	10,260	\$ 12.00	\$ 123,120.0
10	P-211-1	CRUSHED AGGREGATE OR LIME ROCK BASE COURSE, 6"	SY	9,770	\$ 17.00	\$ 166,090.0
11	P-401-1	4" BITUMINOUS SURFACE COURSE, 76-22 BINDER	TN	2,050	\$ 200.00	\$ 410,000.0
12	P-620-1	YELLOW PAINT WITH TYPE III REFLECTIVE BEADS	SF	2,570	\$ 3.50	\$ 8,995.0
13	P-620-3	BLACK PAINT WITHOUT REFLECTIVE BEADS	SF	6,000	\$ 3.00	\$ 18,000.0
14	D-701-1	24" RCP, CLASS V	LF	155	\$ 130.00	\$ 20,150.0
15	D-701-2	30" RCP, CLASS V	LF	400	\$ 150.00	\$ 60,000.0
16	D-701-3	29" x 45" ERCP, CLASS V	LF	185	\$ 170.00	\$ 31,450.0
17	D-752-1	FDOT TYPE F INLET	EA	1	\$ 6,000.00	\$ 6,000.0
18	D-752-2	FDOT TYPE G INLET	EA	3	\$ 8,000.00	\$ 24,000.0
19	T-904-1	SODDING, BAHIA ARGENTINA	SY	15750	\$ 5.00	\$ 78,750.0
					SubTotal:	\$ 1,912,032.7

### PHASE I ELECTRICAL

ITEM	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	EXTENDED	
NUMBER	BID ITEM	TEMBESON	ONIT	QUANTITY	UNITERICE	TOTAL	
1	SP-105-1	ELECTRICAL DEMOLITION - AIRFIELD LIGHTING	LS	1	\$ 100,000.00	\$ 100,000.00	
2	SP-105-2	ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE	EA	1	\$ 200.00	\$ 200.00	
3	SP-105-3	EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE	EA	1	\$ 300.00	\$ 300.00	
		EXISTING UNFORSEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET BUT LESS THAN 250 CUBIC					
4	SP-105-4	FEET IN SIZE	EA	1	\$ 500.00	\$ 500.00	
5	1-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE	LF	28,000	\$ 2.50	\$ 70,000.00	
6	L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF -	21,000	\$ 3.00	\$ 63,000.00	
7	L-108-3	0.75" DIA. BY 10.00' LONG. COPPER CLAD STEEL SECTIONAL GROUND ROD	EΑ	500	\$ 150.00	\$ 75,000.00	
8	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	16,000	\$ 4.00	\$ 64,000.00	
9	L-110-2	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	4,000	\$ 11.00	\$ 44,000.00	
10	L-110-3	1 WAY 4" SPLIT DUCT	LF	200	\$ 28.00	\$ 5,600.00	
11	L-12S-2	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 1 MODULE	EA	3	\$ 5,500.00	\$ 16,500.00	
12	L-125-3	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 2 MODULE	EA	4	\$ 7,000.00	\$ 28,000.00	
13	L 125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 3 MODULE	EA	3	\$ 7,000.00	\$ 21,000.00	
14	L-125 5	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, STYLE 2, SIZE 2 - 4 MODULE	ΕA	7	\$ 9,000.00	\$ 63,000.00	
15	L-125-6	NEW SIGN PANEL INSTALLED IN EXISTING SIGN	EA	6	\$ 900.00	\$ 5,400.00	
16	L-125-7	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (T)	EA	97	\$ 2,000.00	\$ 194,000.00	
17	L-125-10	L-867D BASE CAN	ΕA	9	\$ 850.00	\$ 7,650.00	
18	L-125-11	FIELD LIGHTNING ARRESTOR ASSEMBLY	ΕA	10	\$ 1,000.00	\$ 10,000.00	
					SubTotal:	\$ 768,150.00	
					With escalation:	\$ 1,037,002.50	

Construction Total:	\$	2,949,035.22
Professional Services:	\$	501,335.99
Project Cost:	\$	3,450,371.21
USE==>	\$	3,450,000.00
FAA:	\$	3,105,000.00
FDOT:	\$	345,000.00
	S	3 450 000 00



Perry Foley Airport

Airport:

### **Airport Grant Pre-application Checklist**

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Sponso	or:	Taylor County, Florida			
City, St	ate:	Perry, Florida			
Date of	Pre- Application:	September 26, 2023			
	entitlements in sign/date and re	n on having a project this fiscal year.  to the next fiscal year. (If checked, sketurn to ADO)  e-application (select N/A only if application)	tip below pre-application ch		ur
No.		Document		Yes	N/A
1.	Cover Letter	- Land State of the State of th	- A		- 5 - 6 -
2.	Detailed Project	nformation Sheet (per project item)			
a.	Project Description Scope of Work)	on and Justification (for Planning or Envir	ronmental Projects include	×	
b.	Special Circumst	ances			
C.	Project Funding	(be aware of your federal funding entitle	ement dollars)	$\boxtimes$	-
d.	Project Cost Esti	mate		$\boxtimes$	
e.	Project Prelimina	ry Checklist		$\boxtimes$	
f.	Proposed Project	t Schedule			
g.	Project Sketch			$\boxtimes$	
3.	Environmental De	etermination Documentation (per project	item)	$\boxtimes$	
Spor	James	Official Representative (Type or Print)	September 26, 2023		
he purp	pose of this check	Official Representative (Signature)  ist is to identify some of the requirement Program (AIP) funds. This checklis			

Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. Note SF 424 and the 5100 forms are still required components

of the AIP APPLICATION package.







TAXIWAY REALIGNMENT FUNDING STRATEGY

HECKED BY: APPROVED BY:

SHEET NUMBER

NOT FOR CONSTRUCTION

# FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: Perry Foley Airport Projec	t Title:
Use this CATEX Short Form if the Proposed Action individually or cumulatively have a significant effect	is a federal action subject to NEPA and normally would not to on the human environment. Identify the applicable 50.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed
should not be used for a segment or an interdepende	nnected Actions (if any) on a separate sheet. A CATEX ent part of a larger proposed action. Include a summary of a site map identifying the Proposed Action area on the osed Action area.
Certify that the Proposed Action and Connected Ac significant impacts. Significance thresholds and fact Extraordinary circumstances are listed in FAA Orde	tions are <b>NOT</b> likely to have extraordinary circumstances or ors to consider are in FAA Order 1050.1F Exhibit 4-1. r 1050.1F paragraph 5-2, and summarized below:
-An adverse effect on cultural resources protected unde U.S.C. §300101 et seq.; -An impact on properties protected under Section 4(f);	r the National Historic Preservation Act of1966, as amended, 54
-An impact on natural, ecological, or scenic resources of	Federal, state, tribal, or local significance (e.g., federally listed or or designated or proposed critical habitat under the Endangered
-An impact on the following resources: resources protect 667d; wetlands; floodplains; coastal zones; national mark Service-designated prime and unique farmlands; energy st	ted by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661- tine sanctuaries; wilderness areas; National Resource Conservation apply and natural resources; resources protected under the Wild and r river segments listed on the Nationwide Rivers Inventory (NRI)
-A division or disruption of an established community, or with plans or goals that have been adopted by the commun	(by causing decrease in level of service below acceptable levels
-An impact on air quality or violation of Federal, state, U.S.C. §§ 7401-7671q;	tribal, or local air quality standards under the Clean Air Act, 42
established under the Clean Water Act, 33 U.S.C. §§ 125 26;	lic water supply system, or state or tribal water quality standards 1-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-
term "highly controversial on environmental grounds" mea	re likely to be highly controversial on environmental grounds. The cans there is a substantial dispute involving reasonable disagreement's environmental impacts or over the action's risks of causing
-Likelihood to be inconsistent with any Federal, state, proposed action; or	tribal, or local law relating to the environmental aspects of the
-Likelihood to directly, indirectly, or cumulatively create limited to, actions likely to cause a significant lighting im likely to cause a significant impact on the visual na	a significant impact on the human environment, including, but not pact on residential areas or commercial use of business properties ature of surrounding land uses, likely to cause environmental b an existing hazardous material contamination site such that new
	EX and supporting information, I certify that the Proposec nts for a CATEX in accordance with FAA Order 1050.F and ficant impacts.
Signature of Authørized Airport Representative	September 26, 2023
Signature of Authorized Airport Representative	Date
FAA Determination (signature of Program Manager)	:
Categorically Excluded:	Date:
Paguiras further environmental analysis	Data

Final 7-8-2016

### CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Fole	y Airport			
Prepared and certified by:	John Collins, P.E.	Datas	September 26,	2023
repared and certified by.		Date:		

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA	<u></u>		
ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION			
THAT WOULD NORMALLY BE CATEGORICALLY			
EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		х	
Land acquisition		х	
New airport serving general aviation		х	
Access or service road construction		х	
New airport location		х	
New runway		х	-
Runway extension, strengthening, reconstruction,			
resurfacing or widening		X	
Converting prime or unique farmland		х	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:			<del> </del>
Historic/Archeological/Cultural Resources			
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened, or candidate		X	
species, or designated/proposed critical habitat		x	
Federal, state, tribal, or local natural, ecological, or scenic			
resources		x	
Wetlands, floodplains, waterways		X	
Energy supply or natural resources		X	
Protected rivers or river segments		X	
Established community(s), planned development, or	İ	x	
plans/goals adopted by the local community			
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	
Water quality, a sole source aquifer, public water supply		x	
system, or federal, state, or tribal water quality standards			
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		Х	
Be Inconsistent with Federal, state, tribal, or local law	}	x	
relating to environmental aspects			
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within	ĺ		
the 65 dBA noise contour or newly include Noise Sensitive		x	
Land Uses within the 65 dBA noise contour.			
Cause Environmental Justice Impacts		X	
Contain Hazardous Materials or Affect Hazardous		×	
Materials/Sites			
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or		x	
impact the visual nature of surrounding land uses			

<sup>\*\*</sup> Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.



# U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1a LEASE NUMBER LFL02728 1b. BUILDING NUMBER NA

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

					•		
NOTE: All offers are subject to Requirements document, Gener					Supplemental	Lease	
	ATION AND DESCRIPTION OF				MENT		
NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING						
Perry-Foley Airport	2a. FLOOR(S) 2b ROOM NUMBER(S) 2e NUMBER OF PARKING SPAC						
401 Industrial Park Dr	<u>NA</u>			STRUCTU	JRED	<u>NA</u>	
Perry, FL 32348	2c 6 Acres	2d. T	/PE	SURFACE	er te	<u>NA</u>	
	Block B <u>1</u>		NERAL OFFICE		RKING RATES N RATES UNDI		
		□ OTH	IER (Specify) Land	STRUCTU	JRED	NA/space	
				SURFACE	-	NA/space	
	***************************************	B. TERM		***************************************			
and continuing for a period of 1 Ye date of this Lease, along with any substantial completion and accept 3b. The Government may termina 30 days prior written notice to the	applicable termination and rene lance of the Space by the Gove ate this Lease in whole or in pa Lessor. The effective date of the	termination and ewal rights, shal rriment, rts, at any time ne termination si	renewal rights as may be more specifically effective after the First hall be the day following	y be hereinafter set forth in a Le n Term of this L ng the expiratio	r set forth. The ease Amendment ease by providen of the require	commencement nt upon ing not less than	
or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.  3c. This Lease may be renewed at the option of the Government for a term of § MONTHS at the rental rate(s) set forth below, provided notice is given to the Lessor at least 30 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.							
C RENTAL							
4 Rent shall be payable in arrear 15th day of the month, the initial reperiod of less than a month shall the	ental payment shall be due on t	the first workday	of the second month	following the a	commencement		
5a. AMOUNT OF 6 MONTH REN	T 5b. RATE PER MONTH		_				
Total = Land + Ti	\$9 770 22						
\$58 621.32 =(37.021 32+\$21.600)	(\$1 028.37per acre X 6 / \$6170 22 Monthly +\$3.6						
RENTAL RATE BREAKDOWN	FIRM TERM (6 months)		NON-FIRM TERM RENEWAL TERM			RM	
6. Land Rent (INCL. REAL ESTATE TAXE:	6a \$ <u>37 021 32</u> S)		6b <b>\$37,021.32</b> 6c \$37 021.32		!1.32		
7. OPERATING RENT	7a Direct pass throu government once bi		7b. Direct pass through to the government once bill received.  7b Direct pass the to the government bill received.		vernment once		
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 12 and 13 below for additional breakdown or cost and amortization rate)	F		8b <b>\$0.00</b>		કે <b>ં \$0.00</b>		
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a \$ <u>0</u>		9b. <b>\$0.00</b> 9c <b>\$0.00</b>				
10. TOTAL RENT	10a \$ <u>58,621,32</u> (\$1,028,37per acre	X & Jares =	10b. <u>\$37.021</u> (\$1.028.37per		10c. <u>\$37</u> .\$1.028.3	021 32 7per acre X 6	
	\$6170.22 Monthly +		Acres) = \$617			6170 22 monthly	
11 TENANT IMPROVEMEN		of the lease	12 INTEREST R. IMPROVEMENTS		RTIZE TENANT		

Q

13. HVAC OVERTIME RAT	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR)								
	D	OWNERID	ENTIFICAT	ION AND CEF	TIFICATIO	)N			
15. RECORDED OWNER									
15a. Name				15b Unique	Entity Iden	tifier (UEI)			
Taylor COunty Board of County Commissioners									
15c. Address	15d. City			15e State			15f ZIP + 4		
201 E Green Street.	Perry								
16 BY SUBMITTING THIS OFF LEASE TO THE UNITED ST HEREIN IN FULL COMPLIA	ATES OF AMER	RICA, THE PR	EMISES DE	ESCRIBED. UI	PON THE 1	TERMS AND	CONDI	TIONS AS SPECIFIED	
☐ I have read the RI	P with attachme	nts in its entir	ety and am	requesting no	deviations				
17 OFFEROR'S INTEREST	IN PROPERTY								
OWNER X		RIZED AGEN	T		OTHER	(Specify)			
18. OFFEROR Check if	same as Record	led Owner	······································			***************************************		*	
18a. NAME		DRESS	18c. CIT	Y	18d STA	TE		18e. ZIP + 4	
Jamie English	201 E Green	Street.	Perry		FL			32348	
18f. Title		18g. E-mai	l address	***************************************		18h Tele	Telephone Number		
Chairperson		jenglish@ta					18-3500 x6		
18i. OFFEROR'S SIGNATURI		<u> </u>					18i. D	ATE SIGNED	
DocuSigned by:  JUMI 1982  56AJD71CA4B8441				10/5.			/5/2023		
	PART II	- AWARI	D (To be	completed	by Gove	ernment)			
Your offer is hereby accepted (b) Supplemental Lease Require Form 3517A. General Clauses (changes or additions made or ag Building Retrofit or New Constru	ments, (c) Secur Acquisition of Le greed to by you ( ction Pre-Award	ity Requireme easehold Inter for example of Commitment	ents (d) Age rests in Rea energy effici (if applicable	ncy Specific R I Property for ency and cons e)).	equiremen Small Leas servation in	ts (e) Floor ses) and (g aprovements	Plan deiii ) the folic s. ABAAS	neating the Premises (f) GSA owing building improvements Supgrades. Seismic Form C-	
2. THIS DOCUMENT IS NOT BE AUTHORIZED LEASE CONTR.			ENT OF THE				NLESS S	:	
3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)  3b. SIGNATURE OF LEASE 3c. DAT CONTRACTING OFFICER				3c DATE					
Tamara Mason									

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@ 44		40VANAL ACCEDTANCE (EED 9094)

LESSOR: GOVERNMENT:

### SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (AUG 2017)

Unless otherwise specifically noted all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas

- A. <u>Premises</u>. The Premises are defined as the land described in Section 1 of this Lease, and delineated by plan in the attached exhibit.
- B. Space. The terms Space and Premises shall have the same meaning when used in this document.

### 1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

#### 1.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for

- A. Waste or
- B Damages or restoration arising from or related to
  - The Government's normal and bustomary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  - 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith

### 1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570 115 in the event of a transfer of ownership of the leased premises or a change in the Lesson's legal name. FAR 42.12 applies.

SECTION 2	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	
THIS SECTION DELETED		
SECTION 3	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	
THIS SECTION DELETED		
SECTION 4	TENANT IMPROVEMENT (TI) COMPONENTS	
THIS SECTION DELETED		
SECTION 5	UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	

### 5.01 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- Based on the information furnished the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately that person will no longer be allowed to work or be assigned to work in the Government's Space
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- Access Card Retrieval/Return. Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employee's or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises
- The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

### SECTION 6 ADDITIONAL TERMS AND CONDITIONS

### 6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)

- A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following.
  - 1 The Federal Emergency Management Agency (FEMA).
  - Any of the following assisting FEMA and/or the Government in providing disaster relief.
    - Any of FEMA's agencies employees, and/or contractors and their subcontractors
    - b. Any other Government agency including but not limited to the Army Corps of Engineers (the 'Army Corps'), the Department of Housing and Urban Development (HUD), and the General Services Administration (GSA') including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients.
    - Any private voluntary agency or organization authorized by FEMA to enter the property, and

- Any state government agency or its employees contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.
- 3 Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility

В.	The Government (including FEMA and other entities listed above) are providing disaster relief to victims of NA	which occurred
	. One type of disaster assistance is temporary housing for disaster assistance recipients. Use of the property sha	ill be for
constru	iction and establishment of temporary housing facilities for disaster assistance recipients and the construction of improvement	s (including, bu
not lim	ited to utilities, roads or driveways, and trailer pads) as the Government determines necessary and/or expedient in connection	with the
establi	shment and operation of temporary housing facilities.	

### 6.02 LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA) (OCT 2020)

The parties acknowledge that the Government's use of the property shall require construction and placement of improvements on the property to permit residential occupancy thereon by disaster assistance recipients. Such use shall also require the installation of sewer, water lelectrical utilities, and such other amenities as may be necessary and/or convenient to establish and operate temporary housing facilities. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the temporary housing facilities including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lesson's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other amenities related to the temporary housing facilities, including, but not limited to the grant of a blanket-easement to utility providers and or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

### 6.03 TAX CONSEQUENCES (FEMA) (AUG 2017)

Lessor agrees that, should any advalorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon. Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

#### DUE DILIGENCE INSPECTION PERIOD (FEMA) (AUG 2017)

The Government may enter the property before the commencement date of the Lease to inspect the property and to perform an environmental review If, within the first thirty days following the commencement date of the Lease, the Government determines in its sole discretion, that the property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the property, the Government shall have the right to cancel this Lease by providing written notice to the Lessor, in which case no rental or other payment shall be due and owing of the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the Lease, its right to cancel this Lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government

### 6.05 RIGHTS AND OBLIGATIONS (FEMA) (AUG 2017)

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lessor shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth above

### FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester: Virginia 22604 Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester: Virginia 22603 Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS GOV

To ensure timely processing, invoices for disaster leases should include the following information.

- Δ Request for payment on company letterhead
- В Lease Number (GS-04P-LFL02728)
- C D Disaster Number (DR-4734)
- 146-0-2 Document Control Number (\_
- E An Invoice Number and Date
- The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900

### FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are

Primary: Douglas Friedland, FEMA Logistics Manager

Telephone 202-803-3673

(Cell)

Alternate. Samantha Boesche, GSA Contracting Officer

Telephone

312-203-5989 (Cell)

#### 6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2020)

The following clauses of GSA Form 3517, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof.

- GSAR 552 270-33 SYSTEM FOR AWARD MANAGEMENT LEASING (FEB 2020) is replaced with 52 204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
- 52 232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52 232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013).

#### LAND IMPROVEMENTS (FEMA) (AUG 2017)

The Lessor shall complete the following improvements within 30days after occupancy

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#### 6.10 AUTOMATIC RENEWAL - MONTH TO MONTH (FEMA) (AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month to month, upon the same terms and conditions

#### 6.11 PROVISIONAL ACCEPTANCE (FEB 2021)

- At a time of exceptional circumstance, i.e. pandemic, the Government may accept the Space on a provisional basis until such time that a reinspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s). and/or a representative on-site for a live-stream or virtual walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements. Design Intent Drawings and Construction Drawings
- At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lesson's correction
- Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment

LESSOR:

REPRESENTATIONS AND CERTIFICATIONS	Request for Lease	Dated
(Acquisition of Leasehold Interests in Real Property) (For Leases At or Below the Simplified Lease Acquisition	Proposals Number	10/3/2023
Threshold)	LFL02728	aurenzo vanonna

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

### 1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

(a) Definitions As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

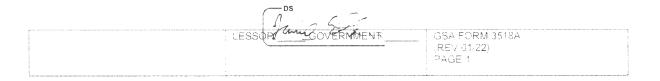
- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans, and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran
- (2) "Service-disabled veteran" means a veteran, as defined in  $33 \pm 8.0.101(2)$  with a disability that is service-connected, as defined in  $38 \pm 8.0.101(4)$ .

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121 103.

Small disadvantaged business concern, consistent with 13 CFR 124 1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124 105) by-



- (i) One or more socially disadvantaged (as defined at 13 CFR 124 103) and economically disadvantaged (as defined at 13 CFR 124 104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124,104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern' means a small business concern-

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States

(b)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is \$41.5 Million.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold:
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

### (c) Representations.

(1) The offeror represents as part of its offer that it [ ] is [ ] is not a small business concern.

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- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is. [x] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is. [x] is not a women-owned small business concern
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
  - (i) It [ ] is, [ X] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
  - (i) It [ ] is, [  $\chi$ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It[ ] is. [ $\chi$ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [1] is, [x] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ ] is: [x] is not a service-disabled veteran-owned small business concern
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
  - (i) It [ ] is, [x] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126, and
  - (ii) It [ ] is  $[\chi]$  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is



accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Notice Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteranowned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (1) Be punished by imposition of fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment: and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

### 2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [ ] has, [ x] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation:
- (b) It [ ] has. [χ] has not filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

### 3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10.000)

The Offeror represents that—

- (a) It  $[\chi]$  has developed and has on file.  $[\ ]$  has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

# 4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100.000)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U S C. 1602(8). The terms "agency." "influencing or attempting to influence." "officer or employee of an agency." "person" "reasonable compensation." and "regularly employed" are

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- defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52 203-12)
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52 203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352 Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

# 5. 52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel products, services, personal property, real property, or any other apparatus of business or commerce

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1731 note), and
  - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
- "Restricted business operations" means business operations in Sudan that include power production activities mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan.
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization:
  - (3) Consist of providing goods or services to marginalized populations of Sudan:
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.



- (5) Consist of providing goods or services that are used only to promote health or education, or
  - (6) Have been voluntarily suspended.
- Certification By submission of its offer, the offeror certifies that the offeror does not conduct
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any restricted business operations in Sudan.
6. 52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)
(a) Definitions. As used in this provision-
Person—
(1) Means-
(i) A natural person:
(ii) A corporation, business association, partnership, society, trust, financial institution, nsurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition: and
(2) Does not include a government or governmental entity that is not operating as a business enterprise.
Sensitive technology-
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
(i) To restrict the free flow of unbiased information in Iran, or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran, and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at <u>DISADA106@state.gov</u>
(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) <u>25.753-4</u> , by submission of its offer, the offeror—
(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran.

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- (2) Certifies that the offeror, or any person owned or controlled by the offeror does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR <u>25.703-2(a)(2)</u> with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasurv.gov/resource-center/sanctions/SDN-List/Pages/default\_aspx).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52 325 4, 52 225-6, 52 225-12, 52 225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material

(End of provision)

### 7. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

Taxnaver Identification Number (TIN)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

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		59-6000879
		TIN.
	ĺÌ	TIN has been applied for.
	11	TIN is not required because.
	ΪĪ	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
	6 4	have income effectively connected with the conduct of a trade or business in the United

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LESSOR COMBOVERNMENTS	GSA FORM 3513A .REv 01/22) .PAGE 7
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	States and does not have an office or place of business or a fiscal paying agent in the United States:  Offeror is an agency or instrumentality of a foreign government: Offeror is an agency or instrumentality of the Federal government:
(e)	Type of organization
	[ ] Sole proprietorship, [ ] Partnership. [ ] Corporate entity (not tax-exempt); [ ] Corporate entity (tax-exempt); [ ] Corporate entity (tax-exempt);
(f)	Common Parent.
	<ul> <li>Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.</li> <li>Name and TIN of common parent:</li> </ul>
	Name
	TIN
0 50.00	A.C. HAROUE ENTITY IDENTIFIED (OOT 204C)
	4-6 – UNIQUE ENTITY IDENTIFIER (OCT 2016)
( <b>a</b> ) Definit	tion. As used in this provision-
identifier. The establish ad	etronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity to suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to ditional System for Award Management records for identifying alternative EFT accounts to 22.11) for the same entity.
	que entity identifier means a number or other identifier used to identify a specific commercial. Government entity. See <a href="https://www.sam.gov">www.sam.gov</a> for the designated entity for establishing unique entity
the annotation	The Offeror shall enter, in the block with its name and address on the cover page of its offer, on "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's ddress exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if
at www.sam	f the Offeror does not have a unique entity identifier, it should contact the entity designated <u>sov</u> for establishment of the unique entity identifier directly to obtain one. The Offeror should to provide the following information:
	(1) Company legal business name.
recognized.	(2) Tradestyle, doing business, or other name by which your entity is commonly
	(3) Company physical street address, city, state and Zip Code
	(4) Company mailing address, city, state and Zip Code (if separate from physical).
	(5) Company telephone number
	LESSOR JUNGOVERNMENTA GSA FORM 3518A (REV 01/22) PAGE 8

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

### 9. SYSTEM FOR AWARD MANAGEMENT - FEMA (JAN 2022)

The Offeror must be registered in the System for Award Management (SAM) prior to Lease award, unless a later registration date is permitted by the RLP and Lease. The Offeror shall register via the Internet at <a href="https://www.sam.gov">https://www.sam.gov</a>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[X] Will Activate Registration and Submit Copy to the Government within 30 days after Lease Award (only applies to Disaster Leases using 52.204-7. System for Award Management Alternate 1)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	DocuSigned by: Sums no Seaud/1CA4B8441 Signature	10/5/2023 ———————————————————————————————————

LESSOR JUNGOVERNMENT

GSA FORM 3513A (REV-31,22) PAGE 9

### **GENERAL CLAUSES**

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015).

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

- 2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
- 3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
- 4. DEFAULT BY LESSOR (APR 2012)
- A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
  - obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
  - After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

- (3) Grounds for Termination. The Government may terminate the Lease if:
  - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
  - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
  - (i) Circumstances within the Lessor's control.
  - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
  - (iii) The condition of the Property:
  - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
  - The Lessor's inability to obtain sufficient financial resources to perform its obligations
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law
- 5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

- 6. CHANGES (SIMPLIFIED) (SEP 2011)
  - A The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
  - B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following.
    - 1. An adjustment of the delivery date

LESSOR: Junicovernment:

- 2. An equitable adjustment in the rental rate: or
- 3. A lump sum equitable adjustment.
- The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

- 8. 52 204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
  - (a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the



Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22. Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15. Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening:
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities).
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10. Code of Federal Regulations (relating to export and import of nuclear equipment and material):
- (5) Select agents and toxins covered by part 331 of title 7. Code of Federal Regulations part 121 of title 9 of such Code, or part 73 of title 42 of such Code or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817)

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit

Roaming means cellular communications services ( $e\,g$ ), voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service

(b) Prohibition

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service

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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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <u>4.2104</u>.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) 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.
  - (d) Reporting requirement.
- (1) In the event the Contractor 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 Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://aibnet.doc.org/discorder-10">https://aibnet.doc.org/discorder-10</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://aibnet.doc.org/discorder-10">https://aibnet.doc.org/discorder-10</a>.
  - (2) The Contractor 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 Contractor 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 Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### 9. INTENTIONALLY DELETED

## 10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at http:// www.acquisition.gov

11. The following clauses are incorporated by reference:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30.000 total contract value)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52 209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED. SUSPENDED. OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35.000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750.000.)
FAR 52 215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value )
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52 219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be



	found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52 222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232–23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold)
FAR 52 232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552 270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
<b>GSAR</b> 552 270 20	PAYMENT (SEP 1999)
GSAR 552 270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163



# Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

# 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) Definitions. As used in this provision—
  "Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Contractors are not prohibited from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) 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.
- (c) Representation. The Offeror represents that—It [ ] will, [ X ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
- (d) *Disclosures*. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—
  - (1) All covered telecommunications equipment and services offered (include brand: model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable):
  - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision.
  - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known), and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier. CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature 56A0D71CA4B8441	10/5/2023 Date



### **Certificate Of Completion**

Envelope Id: 87B8F4490E7A4D30ADE8E21EBAF97900

Subject: Complete with DocuSign\_FEMA Supplemental Land Lease Requirements

Source Envelope

Document Pages 25 Signatures: 3 Certificate Pages. 4 Initials, 23

AutoNav: Enabled

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Status: Delivered

Envelope Originator Tamara Mason 1800F F St NW

Washington DC, DC 20405 tamara mason@gsa gov IP Address, 73 125,192 40

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tamara.mason@gsa.gov Pool, FedRamp

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Location, DocuSign

### Signer Events

Jamie English

jenglish@taylorcountygov.com

Security Level: Email. Account Authentication

(None)

Signature

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Signature Adoption. Drawn on Device Using IP Address 67.158 158.222

Signed using mobile

Timestamp

Sent: 10/3/2023 10:38:45 PM Resent: 10/3/2023 10:41:15 PM Resent: 10/3/2023 10.44,14 PM Viewed: 10/5/2023 1:42:59 PM Signed: 10/5/2023 1:53:46 PM

#### Electronic Record and Signature Disclosure:

Accepted: 10/5/2023 1.42.59 PM

ID 258d674d-e1cf-4c09-ae9d-73fd598907cd

LaWanda Pemberton

LPemberton@taylorcountygov.com

County Administrator

Security Level, Email. Account Authentication.

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/5/2023 3:54:53 PM

ID: 206038ff-2ab9-49f2-8d50-02e2b2276a06

Tamara Mason

tamara.mason@gsa.gov

Lease Contracting Officer

US General Services Administration

Security Level: Email. Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Sent: 10/5/2023 2.11 25 PM Completed Viewed: 10/5/2023 3:54:53 PM

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Signed: 10/5/2023 4 05.54 PM

**Timestamp** Signature In Person Signer Events **Editor Delivery Events** Status Timestamp **Timestamp Agent Delivery Events Status** Timestamp Intermediary Delivery Events **Status** Timestamp **Certified Delivery Events Status** Timestamp Carbon Copy Events **Status** 

### **Carbon Copy Events**

Ward Ketring

airport@taylorcountygov.com

Security Level: Email. Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

LaWanda Pemberton

LPemberton@taylorcountygov.com

County Administrator

Security Level: Email. Account Authentication

(None)

### Electronic Record and Signature Disclosure:

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Envelope Updated

Envelope Updated

## Signature

## Signature

### Status

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Security Checked

Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked

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**Payment Events** 

Status

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### **Timestamp**

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10/5/2023 2:11 25 PM 10/5/2023 1:54 33 PM

### Timestamps

### **Electronic Record and Signature Disclosure**

### ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act). I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

### Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.



# U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1a LEASE NUMBER LFL02728 1b. BUILDING NUMBER NA

PARTI - OFFER	(Offeror completes Se	ction A, C	and D; Governmer	nt shall comp	lete Section B)
NOTE: All offers are subject to Requirements document, Gene	the terms and conditions ou ral Clauses (GSA Form 3517)	tlined in Re	quest for Lease Proposa other attachments include	ils No Si ded herein.	upplemental Lease
A LOC	CATION AND DESCRIPTION C	F PREMISE	S OFFERED FOR LEASE	BY GOVERNME	ENT
1 NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)			2. LOCATION(S) IN BUIL	DING	
Perry-Foley Airport	2a. FLOOR(S)	2b	ROOM NUMBER(S)	2e NUMBER OFFERED	OF PARKING SPACES
401 Industrial Park Dr	NA	******************		STRUCTUR	ED <u>NA</u>
Perry. FL 32348	2c 6 Acres	2d.	TYPE	SURFACE	NA
	Block A <u>5</u>	i Garant	GENERAL OFFICE	INCLUDED IN	KING RATES (IF NOT RATES UNDER PART C
	Block B 1	l hand	WAREHOUSE	BELOW)	
		Ø	OTHER (Specify) Land	STRUCTUR	whiteposteron
		B. TEI		SURFACE	<u>NA</u> /space
3a To have and to hold the said and continuing for a period of 1 Y date of this Lease, along with any substantial completion and accep	ears, 6 Months Firm, subject to applicable termination and reritance of the Space by the Government	termination lewal rights. : ernment.	and renewal rights as may shall be more specifically	be hereinafter si set forth in a Leas	et forth. The commencement se Amendment upon
3b. The Government may termin 30 days prior written notice to the or the termination date set forth in	Lessor. The effective date of t	the termination	on shall be the day following	ng the expiration	of the required notice period
3c. This Lease may be renewed given to the Lessor at least 30 da amended, shall remain in full force.	ys before the end of the origina	al Lease term			
		C REN	TAL		
4. Rent shall be payable in arrear 15th day of the month, the initial period of less than a month shall	rental payment shall be due on	the first work	kday of the second month	following the con	nmencement date. Rent for a
5a. AMOUNT OF 6 MONTH REN	T 5b RATE PER MONTH	-4:			
Total = Land + TI	\$9 770.22				
\$58 621.32 =(37.021.32+\$21,600)	(\$1 028.37per acre X 6 \$6170.22 Monthly +\$3.9				
RENTAL RATE BREAKDOWN	FIRM TERM (6 months	)	NON-FIRM TERM	F	RENEWAL TERM
6. Land Rent (INCL, REAL ESTATE TAXE	6a S <u>37 021 32</u> S)		მხ. <b>\$37.021.3</b>	2	6c \$37.021 32
7. OPERATING RENT	7a Direct pass thro government once b		7b. Direct pas to the govern bill received.		7b Direct pass through to the government once bill received.
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 12 and 13 belo for additional breakdown o cost and amortization rate	f		8b <b>\$0.00</b>		3c <b>\$0.00</b>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a 3 <u>0</u>		9b. <b>\$0.00</b>	***************************************	9c <b>\$0.00</b>
10. TOTAL RENT	10a \$ <u>58,621 32</u>		10b \$37 021	32	10c. <u>\$37,021.32</u>
	(\$1,028,37per acre \$6170,22 Monthly		(\$1.028 37per Acres) = \$617		(\$1 028 37per acre K 6 Acres) = \$6170 22 monthly
11. TENANT IMPROVEMENT COSTS \$21,600 which could be paid in full over the first 6 months on of the lease			12 INTEREST RAINING IMPROVEMENTS		ZE TENANT

2

13. HVAC OVERTIME RATE PER HOUR 0				14 ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR)				
	D	OWNER ID	ENTIFICAT	ION AND CER	RTIFICATIO	N	***************************************	
15. RECORDED OWNER								
15a. Name				15b Unique	Entity Iden	tifier (UEI)		
Taylor COunty Board of County Co.								
15c. Address	15d. City			15e State			15f. ZIP + 4	
201 E Green Street.	Perry							
16. BY SUBMITTING THIS OFFE LEASE TO THE UNITED STAT HEREIN IN FULL COMPLIANCE	ES OF AMER	RICA, THE PR	EMISES D	ESCRIBED, UI	PON THE T	ERMS AND	CONDI	TIONS AS SPECIFIED
	with attachme	nts in its entire	ety and am	requesting no	deviations			
17. OFFEROR'S INTEREST IN								
C OWNER X		RIZED AGEN	ì		OTHER (	Specify)		
18. OFFEROR Check if sa	me as Record	led Owner	1	***************************************		······································		
18a. NAME		DRESS	18c. CIT	Υ	18d STA	TE		18e. ZIP + 4
Jamie English	201 E Green	Street.	Perry		FL			32348
18f. Title		18g. E-mail	address		18h Telephone Number		lumber	
Chairperson		jenglish@ta	ylorcountu	gov com		850-838-3	500 x6	
18i. OFFEROR'S SIGNATURE							18 <sub>J</sub> . DATE SIGNED	
DocuSigned by: AUM M 75 8 56A0D71CA4B844:							10	/5/2023
	PART II	- AWARI	D (To be	completed	by Gove	ernment)		
Your offer is hereby accepted. To Supplemental Lease Requiremental Source Source Form 3517A. General Clauses (Acchanges or additions made or agree Building Retrofit or New Construction)	ents, (c) Secur equisition of Le ed to by you ( on Pre-Award	ity Requireme easehold Inter for example. ( Commitment	ents (d) Age rests in Red energy effic (if applicabl	ency Specific Rall Property for iency and consens.	equirement	ts (e) Floor f	Plan deli the foil ABAAS	neating the Premises. (f) GSA owing building improvements, Supgrades. Seismic Form C -
2. THIS DOCUMENT IS NOT BINI AUTHORIZED LEASE CONTRAC	TING OFFICE	ER.					ILESS S	
3a. NAME OF LEASE CONTRAC	IING OFFICE	R Hype or Pr	inti	3b SIGNATURE OF LEASE CONTRACTING OFFICER				3c DATE
Tamara Mason				***	DocuSigned	i by:		10/7/2023

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### SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (AUG 2017)

Unless otherwise specifically noted all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions standards, and formulas:

- A. <u>Premises</u> The Premises are defined as the land described in Section 1 of this Lease, and delineated by plan in the attached exhibit
- B Space The terms Space and Premises shall have the same meaning when used in this document

#### 1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

### 1.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste or.
- B Damages or restoration arising from or related to
  - 1 The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  - Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith

#### 1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570 115 in the event of a transfer of ownership of the leased premises or a change in the Lesson's legal name. FAR 42.12 applies.

SECTION 2	CONSTRUCT	ION STANDARDS	AND SHELL	COMPONENTS

THIS SECTION DELETED

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

THIS SECTION DELETED

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

### 5.01 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements. Identified in GSA Order 2181.1. GSA INSPECTA Personal identity. Serfication and Credentiaing Handbook. The Lessor can find the policy and additional information are <a href="https://www.sca.com/memorial-persons">https://www.sca.com/memorial-persons</a> and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees contractors or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return. Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

### SECTION 6 ADDITIONAL TERMS AND CONDITIONS

#### 6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)

- A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following
  - 1 The Federal Emergency Management Agency (FEMA)
  - 2. Any of the following assisting FEMA and/or the Government in providing disaster relief:
    - a Any of FEMA's agencies, employees, and/or contractors and their subcontractors
    - Any other Government agency including but not limited to the Army Corps of Engineers (the 'Army Corps') the Department of Housing and Urban Development (HUD) and the General Services Administration (GSA') including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients.
    - Any private voluntary agency or organization authorized by FEMA to enter the property, and

- d. Any state government agency or its employees, contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.
- 3 Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility.

В.	The Government (including FEMA and other entities listed above) are providing disaster relief to victims of NA	which occurred
	One type of disaster assistance is temporary housing for disaster assistance recipients. Use of the property sha	Il be for
constr	uction and establishment of temporary housing facilities for disaster assistance recipients and the construction of improvements	s (including, bu
not lim	ifted to utilities, roads or driveways, and trailer pads) as the Government determines necessary and/or expedient in connection	with the
establi	ishment and operation of temporary housing facilities.	

#### 6.02 LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA) (OCT 2020)

The parties acknowledge that the Government's use of the property shall require construction and placement of improvements on the property to permit residential occupancy thereon by disaster assistance recipients. Such use shall also require the installation of sewer, water electrical utilities, and such other amenities as may be necessary and/or convenient to establish and operate temporary housing facilities. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the temporary housing facilities including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements rights of way and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other amenities related to the temporary housing facilities, including, but not limited to the grant of a blanket-easement to utility providers and or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

### 6.03 TAX CONSEQUENCES (FEMA) (AUG 2017)

Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon. Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

### 6.04 DUE DILIGENCE INSPECTION PERIOD (FEMA) (AUG 2017)

The Government may enter the property before the commencement date of the Lease to inspect the property and to perform an environmental review if, within the first thirty days following the commencement date of the Lease, the Government determines in its sole discretion, that the property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the property, the Government shall have the right to cancel this Lease by providing written notice to the Lessor in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the Lease, its right to cancel this Lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.

### 6.05 RIGHTS AND OBLIGATIONS (FEMA) (AUG 2017)

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lease shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth above

### 6.06 FEMA INVOICING INSTRUCTIONS (FEMA) (AUG 2017)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester: Virginia 22604 Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester: Virginia 22603 Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS\_GOV

To ensure timely processing invoices for disaster leases should include the following information.

- A Request for payment on company letterhead
- B Lease Number (GS-04P-LFL02728)
- C Disaster Number (DR-4734) 2024-06-4734DR-9044-XXXX-2310-D
- D 146-0-2 Document Control Number (
- E. An Invoice Number and Date
- F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact. FEMA Finance Main Line 540-504-1900.

### 6.07 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are

Primary: Douglas Friedland, FEMA Logistics Manager

Telephone

202-803-3673 (Cell)

Alternate, Samantha Boesche, GSA Contracting Officer

Telephone:

312-203-5989 (Cell

#### 6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2020)

The following clauses of GSA Form 3517, attached to this Lease, are hereby detected in their entirety and the following is inserted in fieu thereof;

- A. GSAR 552 270-33 SYSTEM FOR AWARD MANAGEMENT LEASING (FEB 2020) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
- B. 52 232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52:232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013).

#### 6.09 LAND IMPROVEMENTS (FEMA) (AUG 2017)

The Lessor shall complete the following improvements within 30 days after occupancy

- A 6.5% S. K. E. R. ROAG
- B. Year Mer Me
- C 1 Teve Tanks
- D. An agrate internet
- E. the Bod gyrodium to se

### 6.10 AUTOMATIC RENEWAL - MONTH TO MONTH (FEMA) (AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.

### 6.11 PROVISIONAL ACCEPTANCE (FEB 2021)

- At a time of exceptional proumstance, i.e. pandemic, the Government may accept the Space on a provisional basis until such time that a reinspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or virtual walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements. Design Intent Drawings and Construction Drawings.
- B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lesson's correction.
- C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

REPRESENTATIONS AND CERTIFICATIONS	Request for Lease	Dated
(Acquisition of Leasehold Interests in Real Property) (For Leases At or Below the Simplified Lease Acquisition	Proposals Number	10/3/2023
Threshold)	LFL02728	

Complete appropriate boxes, sign the form, and attach to offer

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror." as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

### 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

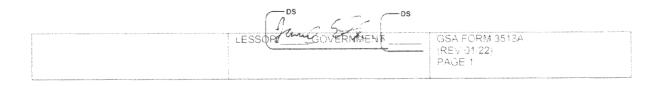
- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans, and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2) with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision
- (2) Affiliates, as used in this definition, means business concerns one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121 103.

Small disadvantaged business concern, consistent with 13 CFR 124 1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124 105) by-



- (i) One or more socially disadvantaged (as defined at 13 CFR 124 103) and economically disadvantaged (as defined at 13 CFR 124 104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is \$41.5 Million
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold:
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a). HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

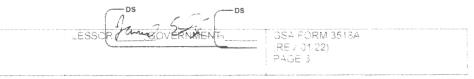
### (c) Representations

(1) The offeror represents as part of its offer that it [ ] is [ \( \) ] is not a small business concern.



- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is. [x] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is. [X] is not a women-owned small business concern
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
  - (i) It [ ] is, [ ¾ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It [ ] is, [ $_X$ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

    \_\_\_\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
  - (ii) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It[ ] is, [ $\chi$ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_\_] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [x] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is [x] is not a service-disabled veteran-owned small business concern
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
  - (i) It [ ] is, [x] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126° and
  - (ii) It [ ] is  $[\chi]$  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is



accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture. \_\_\_\_\_\_] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Notice Under 15 U 3 C 345(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteranowned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (1) Be punished by imposition of fine, imprisonment, or both.
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

### 2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that-

- (a) It [ ] has, [ x] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation.
- (b) It [ ] has. [x] has not filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072)

### 3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

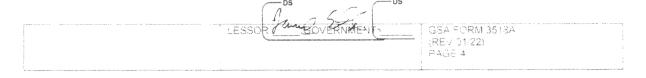
The Offeror represents that—

- (a) It [x] has developed and has on file. [1] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (Approved by OMB under Control Number 1215-0072)

## 4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100 000)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U S C 1802 8: The terms "agency." "influencing or attempting to influence." "officer or employee of an agency." "person." "reasonable compensation" and "regularly employed" are



- defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52 203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52 203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer. OMB Standard Form LLL. Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 5. 52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

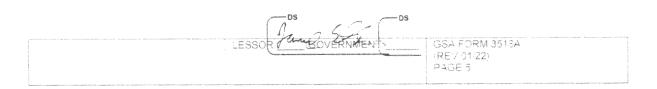
"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1731 note), and
  - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan:
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization:
  - (3) Consist of providing goods or services to marginalized populations of Sudan:
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.



- (5) Consist of providing goods or services that are used only to promote health or education, or
  - (6) Have been voluntarily suspended
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(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
<ol> <li>52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)</li> </ol>
(a) Definitions As used in this provision-
Person—
(1) Means-
(i) A natural person:
(ii) A corporation business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
(2) Does not include a government or governmental entity that is not operating as a business enterprise.
Sensitive technology-
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
(i) To restrict the free flow of unbiased information in Iran, or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section $203(b)(3)$ of the International Emergency Economic Powers Act ( $50 \cup 5 \cup 1702(b)(3)$ )
(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at



- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25 703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default aspx).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52,025-4, 52,225-6, 52,225-12, 52,225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material

(End of provision)

### 7. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

Definitions. (a)

> 'Common parent." as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

> 'Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number

- All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4,904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- The TIN may be used by the Government to collect and report on any delinquent amounts (C) arising out of the Offeror's relationship with the Government (31 U.S'C 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904. the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- Townsyer Identification Number (TINI)

(a)	raxt	payer identification Number (+1N).
	× 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	TIN:  TIN has been applied for.  TIN is not required because.  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United
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	States and does not have an office or place of business or a fiscal paying agent in the United States;  [ ] Offeror is an agency or instrumentality of a foreign government;  [ ] Offeror is an agency or instrumentality of the Federal government;		
(e)	Type of organization.		
	[ ] Sole proprietorship; [ ] Government entity (Federal, State, or local); [ ] Partnership; [ ] Corporate entity (not tax-exempt); [ ] Corporate entity (tax-exempt); [ ] Other		
(f)	(f) Common Parent.		
	<ul><li>Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.</li><li>Name and TIN of common parent:</li></ul>		
	Name		
	TIN		
0 50 00	A C. LINIOUE ENTITY IDENTIFIED (OCT 2040)		
	4-6 – UNIQUE ENTITY IDENTIFIER (OCT 2016)		
(a) Defini	tion. As used in this provision-		
identifier. The establish ad	ctronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity ne suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to ditional System for Award Management records for identifying alternative EFT accounts 132.11) for the same entity.		
	que entity identifier means a number or other identifier used to identify a specific commercial. Government entity. See <a href="https://www.sam.gov">www.sam.gov</a> for the designated entity for establishing unique entity		
the annotati	The Offeror shall enter, in the block with its name and address on the cover page of its offer, on "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's ddress exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if		
at www.san	If the Offeror does not have a unique entity identifier, it should contact the entity designated and for establishment of the unique entity identifier directly to obtain one. The Offeror should to provide the following information:		
	(1) Company legal business name.		
recognized	(2) Tradestyle, doing business, or other name by which your entity is commonly		
	(3) Company physical street address, city-state and Zip Code		
	(4) Company mailing address, city, state and Zip Code (if separate from physical).		
	(5) Company telephone number		
panks or reconstruction (someone pathway)	LESSOR COVERNMENT GSA FORM 3513A (REV 01.22)		

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity)

(End of provision)

### 9. SYSTEM FOR AWARD MANAGEMENT - FEMA (JAN 2022)

The Offeror must be registered in the System for Award Management (SAM) prior to Lease award. unless a later registration date is permitted by the RLP and Lease. The Offeror shall register via the Internet at <a href="https://www.sam.gov">https://www.sam.gov</a>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[X] Will Activate Registration and Submit Copy to the Government within 30 days after Lease Award (only applies to Disaster Leases using 52.204-7 System for Award Management Alternate 1)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	DocuSigned by:  AUMA 1962  Signature  Signature	10/5/2023 ———————————————————————————————————

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### **GENERAL CLAUSES**

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment. fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease to inspect all areas of the Property to which access is necessary for the purpose of determining the Lesson's compliance with this clause.

- 2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is unternantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due
- 3. The Lessor shall maintain the demised premises including the building building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
- DEFAULT BY LESSOR (APR 2012) 4.

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lesson and provision of a reasonable opportunity for the Lesson to cure its default, the Government may terminate the Lease on account of the Lessor's default
- (2) After Acceptance of the Premises Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

- (3) Grounds for Termination. The Government may terminate the Lease if:
  - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
  - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
  - (i) Circumstances within the Lessor's control.
  - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters:
  - (iii) The condition of the Property
  - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
  - The Lessor's inability to obtain sufficient financial resources to perform its obligations
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law

### 5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

### 6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space. Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following.
  - 1. An adjustment of the delivery date:

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- 2. An equitable adjustment in the rental rate; or
- 3. A lump sum equitable adjustment.
- C The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

- 8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
  - (a) Definitions As used in this clause—

Backhaul means intermediate links between the core network or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable. Ethernet)

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense in consultation with the Director of National Intelligence or the



Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15. Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components materials, software, and technology covered by part 810 of title 10. Code of Federal Regulations (relating to assistance to foreign atomic energy activities).
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10. Code of Federal Regulations (relating to export and import of nuclear equipment and material).
- (5) Select agents and toxins covered by part 331 of title 7. Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817)

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service

(b) Prohibition

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service

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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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <u>4.2104</u>

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) 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.
  - (d) Reporting requirement.
- (1) In the event the Contractor 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 Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dicenter.org/licentshall-edge-nt-bound-contract-dege-nt-bound-
  - (2) The Contractor 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 Contractor 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 Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### 9. INTENTIONALLY DELETED

### 10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found at http:// www.acquisition.gov.

### 11. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30.000 total contract value)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED. SUSPENDED. OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35.000 total contract value)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750 000 )
FAR 52 215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52 215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value )
FAR 52 219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52 219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <a href="http://www.acquist.cn.20x">http://www.acquist.cn.20x</a> )
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be



	found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )
FAR 52 222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold)
FAR 52 232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552 270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552 270 20	PAYMENT (SEP 1999)
GSAR 552 270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552 270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552 270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163



# Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

## 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) Definitions. As used in this provision—
  "Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52 204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. Contractors are not prohibited from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) 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.
- (c) Representation. The Offeror represents that—It [ ] will, [ X ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
- (d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—
  - (1) All covered telecommunications equipment and services offered (include brand: model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
  - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision:
  - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known): and



(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier. CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME. ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature 56A0D71CA4B844	10/5/2023  Date



### **Certificate Of Completion**

Envelope Id. 87B8F4490E7A4D30ADE8E21EBAF97900

Subject: Complete with DocuSign, FEMA Supplemental Land Lease Requirements

Source Envelope

Document Pages, 25

Certificate Pages. 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator Tamara Mason

1800F F St NW

Washington DC DC 20405 tamara mason@gsa gov IP Address. 73 125.192 40

### **Record Tracking**

Status: Original

10/3/2023 10:09:41 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Tamara Mason

tamara.mason@gsa.gov

Pool: FedRamp

Signatures: 4

Initials, 46

Pool: US General Services Administration

Location: DocuSign

Location, DocuSign

### Signer Events

Jamie English

jenglish@taylorcountygov.com

Security Level: Email, Account Authentication

(None)

Signature

Docusigned by:

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Signature Adoption, Drawn on Device Using IP Address 67:158:158:222

Signed using mobile

Timestamp

Sent: 10/3/2023 10:38:45 PM Resent: 10/3/2023 10:41 15 PM

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Signed: 10/5/2023 1:53:46 PM

### Electronic Record and Signature Disclosure:

Accepted: 10/5/2023 1.42:59 PM ID: 258d674d-e1cf-4c09-ae9d-73fd598907cd

LaWanda Pemberton

LPemberton@taylorcountygov.com

County Administrator

Security Level. Email Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/5/2023 3:54:53 PM

ID. 206038ff-2ab9-49f2-8d50-02e2b2276a06

Completed

Using IP Address 67 158 152.2

Sent 10/5/2023 2 11 25 PM Viewed: 10/5/2023 3 54:53 PM

Signed: 10/5/2023 4:05:54 PM

Tamara Mason

tamara.mason@gsa gov

Lease Contracting Officer

US General Services Administration

Security Level: Email, Account Authentication

(None)

OocuSigned by:

51A5123FA01B47B

Signature Adoption: Uploaded Signature Image Using IP Address 73 125,192 40

Sent. 10/5/2023 1 53 49 PM Resent. 10/5/2023 4 05 57 PM

Viewed, 10/5/2023 1.54,33 PM Signed 10/7/2023 8.56,22 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

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Certified Delivery Events Status Timestamp

### **Carbon Copy Events**

Ward Ketring

airport@taylorcountygov.com

Security Level: Email. Account Authentication

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

LaWanda Pemberton

LPemberton@taylorcountygov.com

County Administrator

**Witness Events** 

**Notary Events** 

Security Level: Email. Account Authentication

(None)

### Electronic Record and Signature Disclosure:

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**Envelope Summary Events** 

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### Signature

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### **Payment Events**

Completed

### **Status**

Security Checked

### **Electronic Record and Signature Disclosure**

### **Timestamp**

### **Timestamp**

### Timestamps

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10/3/2023 10:38 46 PM
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10/7:2023 8:26 22 PM
10/5/2023 1.54 33 PM
10/7/2023 8:56 22 PM
10/7/2023 8:56 22 PM

### **Timestamps**

### ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

In accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act). I recognize that my eSignature (Electronic or Digital Signature) shall be given the same legal status as a signature made with a pen. I further recognize that the eSignature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. I hereby consent to the use of eSignature.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'LACCEPT' button below.

### Statement of electronic disclosures:

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.