

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**TUESDAY, DECEMBER 19, 2023**

**6:00 P.M.**

**201 E. GREEN STREET**

**TAYLOR COUNTY ADMINISTRATIVE COMPLEX**

**OLD POST OFFICE**

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

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

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

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

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

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

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

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

**3. APPROVAL OF AGENDA:**

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

**CONSENT ITEMS:**

**4. EXAMINATION AND APPROVAL OF INVOICES.**

**THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:**

**GENERAL REVENUE FUND      70756                      THROUGH    70785              INCLUSIVE**  
**GENERAL FUND VOUCHERS    V70786                      THROUGH    V70817              INCLUSIVE**  
**ROAD AND BRIDGE FUND      5017958                      THROUGH    5017961              INCLUSIVE**  
**ROAD AND BRIDGE FUND VOUCHERS V5017962    THROUGH    V5017965    INCLUSIVE**

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

MOTION TO APPROVE CONSENT ITEM NO FOUR (4).

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: INVOICES

**BIDS/PUBLIC HEARINGS:**

**5. THE BOARD TO RECEIVE BIDS FOR THE SAN PEDRO ROAD RETAINING WALL, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.**

THE FOLLOWING BIDS WERE RECEIVED, OPENED AND READ BY GARY KNOWLES, CLERK OF COURT.

1. ANDERSON COLUMBIA CO., INC.  
BID AMOUNT: \$1,174,963.00

MEMBERS APPOINTED AS A BID COMMITTEE TO STUDY THE BIDS RECEIVED, AND TO MAKE RECOMMENDATIONS TO THE BOARD ARE, KENNETH DUDLEY, HANK EVANS AND LAWANDA PEMBERTON.

SAID BID(S) BEING ON FILE IN THE CLERK'S OFFICE.

SAN PEDRO ROAD RETAINING WALL INVITATION TO BID AND PROOF OF PUBLICATION FILED WITH BID(S).

ATTACHMENTS: BID SHEET, AFFIDAVIT OF PUBLICATION



**GENERAL BUSINESS:**

**6. THE BOARD TO FURTHER DISCUSS REDISTRICTING IN TAYLOR COUNTY.**

COUNTY ENGINEER PRESENTED NEW PROPOSED MAP.

COMMISSIONER ENGLISH-MR. WARREN, DOES THIS MEET THE ACLU GUIDELINES?

MR. WARREN- THIS MAP IS AN IMPROVEMENT OVER THE ORIGINAL MAP. I THINK MORE OF AN ADJUSTMENT MOVING SOME FROM PRECINCT 9 WOULD HELP. THE GENERAL TREND IS THAT BLACK VOTER PERCENTAGE IS DECREASING IN TAYLOR COUNTY. I HAVE A FAIR AMOUNT OF CONFIDENCE IN THE 47-48% EFFECTIVE VOTE.

NO, THE MAP DOES NOT MEET REQUIREMENTS. AVERAGE BLACK VOTERS FROM 2020 AND 2022 ELECTION IS 46% AND NEEDS TO MOVE UP TO 47%.

DEIDRA DUNNELL, JUDSON DR.- I THOUGHT THE MAPS WERE PRESENTED BY ACLU. I DIDN'T KNOW THE COUNTY WOULD DO DIFFERENT MAPS.

MIKE ALLBRITTON- MY VOTE IN DISTRICT 5 COUNTS IN EVERY ELECTION.

WAYNE DUNWOODY- MY CONCERN, IF WE DON'T MAKE A SHIFT TO 55-57%, WE COULD HAVE A 4% SHIFT IN WHITE VOTERS AND, MOVE MINORITY VOTERS TO LESS THAN 46%. WE NEED TO LOOK AT 55% OR HIGHER. CAN WE MAKE ADJUSTMENTS TO MAKE THE 50% GREATER?

BRENDA CARLTON- WHAT IS THE IMPACT OF MOVING THE DISTRICT LINES FROM HOLT ROAD TO COURTNEY GRADE?

PAT PATTERSON, 333 FIRST STREET- I STAND HERE BEFORE YOU AS A BLACK WOMAN AND CONCERNED ABOUT MY FUTURE BLACK CHILDREN. ARE WE CONCERNED ABOUT LOSING A PIECE OF OUR PIE? ARE WE DOING WHAT IS BEST FOR OUR COMMUNITY? MOVE SLOW, DON'T GET IN A HURRY AND LOOK AT THE LINES.

GEORGE CLAYTON, 1000 E GRANGER ST.- I WANT WHATEVER YOU DO HERE TO GIVE THE PEOPLE OF DISTRICT 5 THE OPPORTUNITY TO ELECT A BLACK CANDIDATE.

JENNIE MATHIS, SCHOOL BOARD- I AM NOT WILLING TO GO AGAINST WHAT ACLU SAY IS IN COMPLIANCE.

COMMISSIONER DEMPS- I DO NOT WANT TO HAVE TO GO BEFORE A FEDERAL JUDGE.

CHAIR ENGLISH- EVERYONE REVIEW THE MAPS AND WE WILL MEET AGAIN TO REVIEW.

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

ATTACHMENTS: TAYLOR COUNTY 2020 CENSUS MAP

**COUNTY STAFF ITEMS:**

- 7. THE BOARD TO CONSIDER APPROVAL OF STANDARD GRANT AGREEMENT A4002 WITH STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FRDAP PROGRAM IN THE AMOUNT OF \$200,000 FOR CONTINUED DEVELOPMENT AND IMPROVEMENTS AT THE TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY MELODY COX, GRANTS WRITER.**

GRANTS WRITER- THIS PROJECT INCLUDES CONSTRUCTION OF A SOFTBALL FIELD, IMPROVEMENTS TO THE BASKETBALL COURTS, SECURITY LIGHTING, PARKING IMPROVEMENTS, LANDSCAPING, AND INSTALLATION OF A PICNIC AREA NEAR THE NEW SOFTBALL FIELD.

MOTION TO APPROVE AND EXECUTE STANDARD GRANT AGREEMENT A4002 WITH STATE OF FDEP IN THE AMOUNT OF \$200,000.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: STANDARD GRAND APPLICATION A4002 AND LETTER OF EXECUTION

**8. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION FOR THE TAYLOR COUNTY COASTAL TRAIL, AS AGENDAED BY THE GRANTS WRITER.**

MOTION TO APPROVE THE GRANT APPLICATION FOR THE TAYLOR COUNTY COASTAL TRAIL.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: TAYLOR COUNTY TRAIL GRANT APPLICATION

**COUNTY ADMINISTRATOR ITEMS:**

9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO PREPARE GRANT APPLICATIONS TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR HURRICANE IDALIA LEGISLATIVE APPROPRIATION PROGRAM FUNDING, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR- THE LEGISLATURE HAS APPROVED A 50 MILLION DOLLAR GRANT PROGRAM FOR THOSE EFFECTED BY HURRICANE IDALIA. WE HAVE REACHED OUT TO THE FDEM FOR FURTHER GUIDANCE AND BELIEVE THERE IS AN OPPORTUNITY TO REQUEST FUNDING TO DREDGE PUBLIC WATERWAYS, SPECIFICALLY KEATON BEACH CANAL AND STEINHATCHEE BOAT BASIN, AS THESE TWO AREAS ARE DESIGNED AND PERMITTED.

MOTION TO APPROVE GRANT APPLICATION REQUESTING FUNDING FOR KEATON BEACH CANAL AND STEINHATCHEE BOAT BASIN WITH THE POSSIBILITIES OF EXTENDING TO OTHER CANALS.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

**10. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION GRANT AGREEMENT FWC NO. 23053 AND SERVE AS FISCAL AGENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

MOTION TO APPROVE TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION GRANT AGREEMENT FWC NO. 23053 AND SERVE AS FISCAL AGENT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: FWC GRANT AGREEMENT NO 23053

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

COUNTY ADMINISTRATOR- RURAL INFRASTRUCTURAL GRANT FOR FEASIBILITY STUDY FOR STEINHATCHEE WAS APPROVED.

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

ATTACHMENTS:

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

THERE WERE NO COMMENTS OR CONCERNS FROM THE PUBLIC.

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

ATTACHMENTS:



**13. BOARD INFORMATIONAL ITEMS:**

COMMISSIONER FEAGLE- I HAVE COMMENTS FROM OTHERS THAT THERE IS A LOT OF MONEY GOING TOWARDS THE SOUTHEND.

COMMISSIOENR DEMPS- WHEN IS DEBRIS REMOVAL LEAVING TOWN?

COUNTY ADMINISTATOR- THE ORIGINAL DATE IS DECEMBER 22<sup>ND</sup> TO BE COMPLETED.

COMMISSIONER NEWMAN- GETTING A LOT OF CALLS CONCERNING THE RAINFALL AND FLOODING.

COMMISSIONER MOODY-THERE IS STILL DEBRIS ON COUNTY MAINTAINED ROADS IN MY DISTRICT.

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

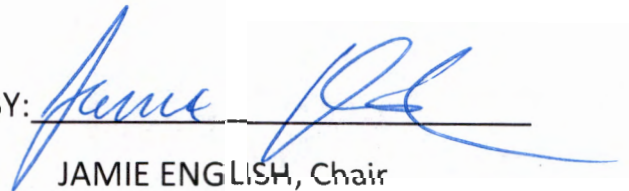
ATTACHMENTS:

THE HOUR BEING APPROXIMATELY 8:32 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

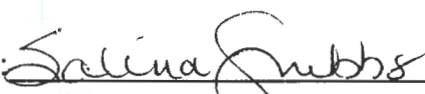
TAYLOR COUNTY, FLORIDA

BY:

  
JAMIE ENGLISH, Chair

ATTEST:

BY:

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

5)  
SUNGARD PENTAMATION, INC.  
DATE: 12/22/2023  
TIME: 08:06:59

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: Transact.check\_no between '70756' and '70785'  
ACCOUNTING PERIOD: 3/24

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70756	12/20/23	7969	AMERICAN ASSOC. FOR INT.	0283		0.00	73.50
1011010	70757	12/20/23	5810	APCO INTERNATIONAL, INC.	0237	CTO 6TH ED RECERT QUIZ	0.00	30.00
1011010	70758	12/20/23	001851	AT&T - ATLANTA	0237	352 M02-8941 008 1986	0.00	615.00
1011010	70759	12/20/23	7962	BIG BEND CATTLEWOMEN, IN	0283	MEMBERSHIP FEE - LISA	0.00	25.00
1011010	70760	12/20/23	7420	CARDMEMBER SERVICE	0105	DEMPS HOTEL	0.00	715.64
1011010	70761	12/20/23	7144	CERES ENVIRONMENTAL SERV	0212-02	9/8-11/7/23	0.00	21,565.80
1011010	70761	12/20/23	7144	CERES ENVIRONMENTAL SERV	0212-02	10/4-11/7/23	0.00	165,717.18
TOTAL CHECK							0.00	187,282.98
1011010	70762	12/20/23	000063	CITY OF PERRY	0229	NOVEMBER 2023	0.00	355.00
1011010	70762	12/20/23	000063	CITY OF PERRY	0229	NOVEMBER 2023	0.00	48.00
TOTAL CHECK							0.00	403.00
1011010	70763	12/20/23	000810	COX ELECTRONICS, INC.	0473	5 AMP ATM5 FUSE	0.00	119.90
1011010	70763	12/20/23	000810	COX ELECTRONICS, INC.	0473	5 AMP GNA 250 BOTTLE F	0.00	12.00
1011010	70763	12/20/23	000810	COX ELECTRONICS, INC.	0473	10 AMP 250F10AL FUSE	0.00	30.00
TOTAL CHECK							0.00	161.90
1011010	70764	12/20/23	7455	DANNIELLE WELCH,PETTYCAS	107	SPAY/NEUTER FEES	0.00	50.00
1011010	70765	12/20/23	000126	DOCTORS' MEMORIAL HOSPIT	0111	DECEMBER DRUG	0.00	40.00
1011010	70766	12/20/23	000942	FLORIDA ASSOCIATION OF C	0105	REGISTRATION - MOODY	0.00	75.00
1011010	70767	12/20/23	000942	FLORIDA ASSOCIATION OF C	0105	ENGLISH - REG	0.00	75.00
1011010	70768	12/20/23	6468	GLENN THOMAS SMITH	0200	CERAMIC TILE REPAIR AT	0.00	150.00
1011010	70769	12/20/23	6225	J & M FARM AND FEED, INC	0250	BLANKET FOR NOVEMBER 2	0.00	293.86
1011010	70770	12/20/23	003645	J.B.'S TIRE & REPAIR SER	0500	REPAIR 15' BUSH HOG TI	0.00	100.00
1011010	70770	12/20/23	003645	J.B.'S TIRE & REPAIR SER	0500	TUBE	0.00	25.00
1011010	70770	12/20/23	003645	J.B.'S TIRE & REPAIR SER	0500	LABOR	0.00	35.00
TOTAL CHECK							0.00	160.00
1011010	70771	12/20/23	7967	JEFFREY L. MYERS	0473	SEPTIC TANK PUMPING	0.00	435.00
1011010	70772	12/20/23	6020	NATURE COAST SERVICES, L	0150	CITY REMOVAL - LEAKEY	0.00	600.00
1011010	70773	12/20/23	004740	NAFECO INC.	0192	LABOR	0.00	437.50
1011010	70773	12/20/23	004740	NAFECO INC.	0192	TRAVEL	0.00	255.00
1011010	70773	12/20/23	004740	NAFECO INC.	0192	HYDRAULIC OIL	0.00	219.96
1011010	70773	12/20/23	004740	NAFECO INC.	0192	HYD HOSE FITTING	0.00	36.95
1011010	70773	12/20/23	004740	NAFECO INC.	0192	HYD HOSE FITTING 1210	0.00	41.95
1011010	70773	12/20/23	004740	NAFECO INC.	0192	HYD HOSE FOOT	0.00	187.40
TOTAL CHECK							0.00	1,178.76

SUNGARD PENTAMATION, INC.  
 DATE: 12/22/2023  
 TIME: 08:06:59

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70774	12/20/23	5822	NATIONAL ASSOCIATION OF	0106	COUNTY DUES 2024	0.00	451.00
1011010	70775	12/20/23	6247	O'REILLY AUTOMOTIVE, INC	0261	BLANKET FOR NOVEMBER 2	0.00	29.99
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0111	NOV HELP WANTED	0.00	79.20
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0106	11/3 VAB	0.00	295.35
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0350	11/8 VETERANS DAY	0.00	137.13
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0401	11/29 TRANSP MEETING	0.00	71.60
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0500	12/1 NOTICE TO BIDDER	0.00	198.90
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0114	12/1 PUB HEAR SUN	0.00	61.88
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0114	12/1 TAP GRANT	0.00	61.88
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0114	12/1 TAP GRANT WEST	0.00	61.88
1011010	70776	12/20/23	000124	PERRY NEWSPAPERS, INCORP	0215	11/22 NOTICE PUB MTG	0.00	63.04
TOTAL CHECK							0.00	1,030.86
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR NOVEMBE	0.00	79.99
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0500	BLANKET PO FOR NOVEMBE	0.00	19.18
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0250	BLANKET FOR NOVEMBER 2	0.00	71.96
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0250	BLANKET FOR NOVEMBER 2	0.00	18.97
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR NOVEMBER 2	0.00	5.99
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR NOVEMBER 2	0.00	24.51
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR NOVEMBER 2	0.00	13.99
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR NOVEMBER 2	0.00	26.99
1011010	70777	12/20/23	001407	RAGANS ACE HARDWARE, INC	0473	GALLON OF PAINT	0.00	131.97
TOTAL CHECK							0.00	393.55
1011010	70778	12/20/23	7476	RICKY RESCUE TRAINING AC	0192	EVOC - GRIMSLEY	0.00	150.00
1011010	70778	12/20/23	7476	RICKY RESCUE TRAINING AC	0192	COMPANY OFFICER - WILL	0.00	150.00
TOTAL CHECK							0.00	300.00
1011010	70779	12/20/23	7641	SHAWNA BEACH, PROPERTY A	0904	2ND QTR DISTRIBUTION	0.00	267,613.25
1011010	70780	12/20/23	7851	STONES, INC.	0114	#242552 - 4PK 4X7 SLID	0.00	17.99
1011010	70780	12/20/23	7851	STONES, INC.	0114	#227659 - 5-3/4x8-1/4	0.00	14.99
1011010	70780	12/20/23	7851	STONES, INC.	0160	NOVEMBER 2023 BLANKET	0.00	9.19
1011010	70780	12/20/23	7851	STONES, INC.	0160	NOVEMBER 2023 BLANKET	0.00	29.98
1011010	70780	12/20/23	7851	STONES, INC.	0160	NOVEMBER 2023 BLANKET	0.00	18.77
1011010	70780	12/20/23	7851	STONES, INC.	0486	1/2 HP CAST SEWAGE PUM	0.00	304.99
1011010	70780	12/20/23	7851	STONES, INC.	0192	R/M BLDG. AND GROUNDS	0.00	63.15
1011010	70780	12/20/23	7851	STONES, INC.	0192	R/M BLDG. AND GROUNDS	0.00	158.31
1011010	70780	12/20/23	7851	STONES, INC.	0192	R/M BLDG. AND GROUNDS	0.00	9.79
1011010	70780	12/20/23	7851	STONES, INC.	0192	R/M BLDG. AND GROUNDS	0.00	17.01
1011010	70780	12/20/23	7851	STONES, INC.	0192	R/M BLDG. AND GROUNDS	0.00	35.41
1011010	70780	12/20/23	7851	STONES, INC.	0350	#973 - 1x4x8 #2 SYP	0.00	17.56
1011010	70780	12/20/23	7851	STONES, INC.	0350	#780462 - 3" GP FLAT P	0.00	15.98
1011010	70780	12/20/23	7851	STONES, INC.	0350	#780462 - 3" GP FLAT P	0.00	7.99
1011010	70780	12/20/23	7851	STONES, INC.	0350	#780444 - 4" GP FLAT P	0.00	12.99
1011010	70780	12/20/23	7851	STONES, INC.	0350	#778554 - 9x1/2 WHITE	0.00	15.98
1011010	70780	12/20/23	7851	STONES, INC.	0350	#361076 - N95 HARMFUL	0.00	6.99
1011010	70780	12/20/23	7851	STONES, INC.	0350	#973 - 1x4x8 #2 SYP	0.00	43.90
TOTAL CHECK							0.00	800.97

SUNGARD PENTAMATION, INC.  
 DATE: 12/22/2023  
 TIME: 08:06:59

TAYLOR COUNTY BOARD OF COMMISSIONERS  
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PAGE NUMBER: 3  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '70756' and '70785'  
 ACCOUNTING PERIOD: 3/24

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGNAL TECHNICIAN ST -	0.00	2,852.50
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	CONSUMABLE ITEMS - CON	0.00	201.25
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGNAL CALL: SIGBUCKET	0.00	575.00
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGNAL CALL: SIGLIFT -	0.00	520.00
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	MILEAGE - MILEAGE FOR	0.00	226.10
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIG3SECTIONHEAD - 3 SE	0.00	857.68
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	4 WAYTOP & BOTTOM - 4	0.00	585.50
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGLEDREDBALL - LED RE	0.00	246.52
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGLEDYELLOWBALL - LE	0.00	246.52
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGLEDGREENBALL - LED	0.00	246.52
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIGDISCONNECT SIGNAL D	0.00	354.38
1011010	70781	12/20/23	5408	SUMMERVILLE ELECTRIC, IN	0212-02	SIG12CTCABLE 12 CONDOC	0.00	112.00
TOTAL CHECK							0.00	7,023.97
1011010	70782	12/20/23	7974	SYNERGYNDS, INC.	0212-02	DEDUCTIBLE	0.00	17,640.00
1011010	70783	12/20/23	6585	TAYLOR CO. REEF RESEARCH	1102-1		0.00	6,500.00
1011010	70783	12/20/23	6585	TAYLOR CO. REEF RESEARCH	0438-1		0.00	1,500.00
TOTAL CHECK							0.00	8,000.00
1011010	70784	12/20/23	7620	TAYLOR COUNTY CLERK OF C	0905	2ND QTR DISTRIBUTION	0.00	279,133.79
1011010	70785	12/20/23	002451	TAYLOR COUNTY PUBLIC HEA	0200	HEALTH CERTIFICATE FOR	0.00	160.00
1011010	70785	12/20/23	002451	TAYLOR COUNTY PUBLIC HEA	0200	HEALTH CERTIFICATE 202	0.00	160.00
TOTAL CHECK							0.00	320.00
TOTAL CASH ACCOUNT							0.00	775,102.02
TOTAL FUND							0.00	775,102.02
TOTAL REPORT							0.00	775,102.02

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70786	12/20/23	001887	ADVANCED BUSINESS SYSTEM	0192	ACCT# TC31	0.00	77.25
1011010	v70786	12/20/23	001887	ADVANCED BUSINESS SYSTEM	0283	ACCT# UF08	0.00	197.92
TOTAL CHECK							0.00	275.17
1011010	v70787	12/20/23	004114	AIRGAS SOUTH, INC.	0172	11/1-11/30/23	0.00	37.80
1011010	v70788	12/20/23	7873	ALLSTATE CONSTRUCTION, I	0200-01	DESIGN/BUILD CONSTRUCT	0.00	517,627.04
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0350	HAMILTON CAPTEL 2400I	0.00	75.00
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	TEFLON TAPE	0.00	11.99
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	90 3/4 FEMALE PVC FITT	0.00	33.76
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	3/4 TO 1/2 THREADED RE	0.00	24.36
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0261	IRIS USA 6 PACK PLASTI	0.00	92.14
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0261	10x13 CLASP ENVELOPES	0.00	31.98
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0261	8.5x11 MANILLA FOLDERS	0.00	22.49
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0261	TIME CARD BUNDLE 100/P	0.00	68.54
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0261	17x79 GREY LEATHER PAT	0.00	22.59
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0277	TITANIUM AQUARIUM HEAT	0.00	49.99
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0250	120 PACK - 6 FT DUG LE	0.00	114.44
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0110	FAINNE 4 PCS 6 SUBJECT	0.00	47.98
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	6x18 SOCCER NETS	0.00	160.76
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0283	FOLDABLE CUBE STORAGE	0.00	43.64
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	SIMPLE GREEN - PACK OF	0.00	32.85
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	SOFTSOAP REFILL - 1 GA	0.00	67.20
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	ZEP COMMERCIAL FOAMING	0.00	36.24
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	TRASH CAN LINERS - 100	0.00	28.47
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	BLACK GARBAGE BAGS - 1	0.00	85.98
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	PINE SOL - PACK OF 6	0.00	47.45
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0489	LYSOL WIPES - PACK OF	0.00	81.38
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	2 PACK TOILET PLUNGERS	0.00	28.96
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0473	ESTIMATED SHIPPING/HAN	0.00	6.99
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0118	2023-2024 PLANNER REFI	0.00	9.95
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0118	MAXGEAR BUSINESS CARDS	0.00	7.89
1011010	v70789	12/20/23	7474	AMAZON CAPITAL SERVICES,	0118	SYSLSTAR RECHARGEABLE	0.00	28.49
TOTAL CHECK							0.00	1,261.51
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	MKPD-45x34x42	0.00	13.89
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	129BVP	0.00	3.50
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	129 O RING	0.00	0.65
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	01L O RING	0.00	0.40
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	MU-22x32x8	0.00	11.71
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	MSWP-22x30x4	0.00	10.76
1011010	v70790	12/20/23	004265	BATES HYDRAULICS, INC.	0473	REPACK TRACTOR STEERIN	0.00	90.00
TOTAL CHECK							0.00	130.91
1011010	v70791	12/20/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR NOVEMBER 2	0.00	55.95
1011010	v70791	12/20/23	000116	CASHWAY BLDG.PRODUCTS OF	0457	80 LB BAG OF CONCRETE	0.00	125.79
1011010	v70791	12/20/23	000116	CASHWAY BLDG.PRODUCTS OF	0457	EXPANSION JOINT	0.00	19.80
TOTAL CHECK							0.00	201.54
1011010	v70792	12/20/23	7517	CENTURY AMBULANCE SERVIC	0240	JANUARY 2024	0.00	68,086.00

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70793	12/20/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	22.68
1011010	v70793	12/20/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.68
1011010	v70793	12/20/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	v70793	12/20/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
TOTAL CHECK							0.00	115.36
1011010	v70794	12/20/23	7848	CIVICPLUS, LLC	0106	MUNICODE ADMINISTRATIV	0.00	1,300.00
1011010	v70795	12/20/23	7247	CORPORATE TRANSLATION SE	0237	11/1-11/30/23	0.00	1.48
1011010	v70796	12/20/23	003797	DELL MARKETING L.P.	0350	DELL 0 24 TOUCH USB-C	0.00	361.39
1011010	v70797	12/20/23	6279	DIAMOND DRUGS, INC.	0200	OCT 2023	0.00	2,900.63
1011010	v70798	12/20/23	7385	DUSTIN KYLE RUSSELL	0487	SERVSAFE REG	0.00	179.00
1011010	v70799	12/20/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	151.91
1011010	v70799	12/20/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	1,840.51
TOTAL CHECK							0.00	1,992.42
1011010	v70800	12/20/23	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	2,166.67
1011010	v70800	12/20/23	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	2,166.67
TOTAL CHECK							0.00	4,333.34
1011010	v70801	12/20/23	6925	JOE COXWELL WELDING, LLC	0553	REPAIR OF WALK THRU DO	0.00	980.00
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTROL	0.00	13.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0489	COUNTY EXTENSION	0.00	26.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0500	AIRPORT	0.00	13.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0172	CAP BUILDING	0.00	13.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0174	DL OFFICE	0.00	13.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0160	COURTHOUSE	0.00	40.05
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0164	ADMIN COMPLEX	0.00	13.50
1011010	v70802	12/20/23	003309	LIVE OAK PEST CONTROL, I	0166	HISTORICAL SOCIETY	0.00	13.50
TOTAL CHECK							0.00	147.55
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	INMATE MEDICAL SUPPLIE	0.00	64.43
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	FUEL SURCHARGE	0.00	2.07
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	LANCET ORANGE 2.2MM	0.00	69.92
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	ORASEL GEL	0.00	122.88
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	HEMORRHOID OINTMENT	0.00	94.00
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	ACEIAMINOPHEN	0.00	147.78
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	IBUPROFEN 200MG	0.00	119.96
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	ANTACID TABLETS	0.00	142.68
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	INMATE MEDICAL SUPPLIE	0.00	215.80
1011010	v70803	12/20/23	7893	MCKESSON MEDICAL-SURGICA	0200	INMATE MEDICAL SUPPLIE	0.00	320.83
TOTAL CHECK							0.00	1,300.35
1011010	v70804	12/20/23	7137	MEDICAL EXPRESS CORPORAT	0111	DRUG SCREENS	0.00	30.00
1011010	v70805	12/20/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR NOVEMBER 2	0.00	-117.51
1011010	v70805	12/20/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR NOVEMBER 2	0.00	352.69

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1011010	v70805	12/20/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR NOVEMBER 2	0.00	416.74
1011010	v70805	12/20/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR NOVEMBER 2	0.00	132.85
TOTAL CHECK							0.00	784.77
1011010	v70806	12/20/23	7815	ODP BUSINESS SOLUTIONS,	0160	MULTI-FOLD TOWELS	0.00	49.62
1011010	v70806	12/20/23	7815	ODP BUSINESS SOLUTIONS,	0160	HARDWOUND ROLL TOWELS	0.00	93.48
TOTAL CHECK							0.00	143.10
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0500	BLANKET PO FOR NOVEMBE	0.00	72.41
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0500	1" BREAKER BAR	0.00	102.09
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0250	BLANKET FOR NOVEMBER 2	0.00	31.99
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0250	BLANKET FOR NOVEMBER 2	0.00	23.99
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	81.06
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	13.09
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	50.07
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	8.99
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	116.66
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	77.70
1011010	v70807	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR NOVEMBER 2	0.00	43.47
TOTAL CHECK							0.00	621.52
1011010	v70808	12/20/23	7905	SANDCO, LLC	0347	PROJECT 2016-012-ENG	0.00	95,412.07
1011010	v70808	12/20/23	7905	SANDCO, LLC	0348	PROJECT 2016-012-ENG	0.00	51,966.24
TOTAL CHECK							0.00	147,378.31
1011010	v70809	12/20/23	003892	SOUTHERN COMPUTER WAREHO	0113	HP INC. - HP SMART TAN	0.00	264.22
1011010	v70810	12/20/23	6402	STEINHATCHEE RIVER CHAMB	0438-1	WEB DESIGN/HOSTING	0.00	3,000.00
1011010	v70811	12/20/23	7365	DIGITAL CREW LTD, T/A TE	0113	TEAMWORK ANNUAL BUSINE	0.00	3,509.00
1011010	v70812	12/20/23	002364	TEN-8 FIRE & SAFETY LLC	0192	LEADER UPRIM PORTABLE	0.00	761.39
1011010	v70812	12/20/23	002364	TEN-8 FIRE & SAFETY LLC	0192	FREIGHT	0.00	49.99
TOTAL CHECK							0.00	811.38
1011010	v70813	12/20/23	7971	TRENTON WILLIAMS	0200	WINDOW TINT FOR INMATE	0.00	2,114.56
1011010	v70813	12/20/23	7971	TRENTON WILLIAMS	0200	LABOR FOR NEW TINT IN	0.00	250.00
TOTAL CHECK							0.00	2,364.56
1011010	v70814	12/20/23	001740	W.W. GRAINGER, INC.	0430	13 GAL WHITE TRASH BAG	0.00	21.43
1011010	v70814	12/20/23	001740	W.W. GRAINGER, INC.	0430	KITCHEN PAPER TOWELS,	0.00	30.36
1011010	v70814	12/20/23	001740	W.W. GRAINGER, INC.	0430	CASE OF 96 TOILET PAPE	0.00	55.26
1011010	v70814	12/20/23	001740	W.W. GRAINGER, INC.	0200	SPRAYER NEEDED FOR KIT	0.00	153.21
TOTAL CHECK							0.00	260.26
1011010	v70815	12/20/23	000119	WARE OIL & SUPPLY COMPAN	0529	FILL RITE 12 VOLT DEIS	0.00	489.00
1011010	v70816	12/20/23	7170	WAYNE PADGETT, SHERIFF	0901	JAN DISTRIBUTION	0.00	739,392.75
1011010	v70817	12/20/23	7134	WITT O'BRIEN'S, LLC	0212-02	8/30-9/30/23 SVC	0.00	27,591.25
1011010	v70817	12/20/23	7134	WITT O'BRIEN'S, LLC	0212-02	9/1-9/30/23 TRAVEL	0.00	2,464.64
1011010	v70817	12/20/23	7134	WITT O'BRIEN'S, LLC	0212-02	10/1-10/31/23 TRAVEL	0.00	730.09



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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70817	12/20/23	7134	WIFT O'BRIEN'S, LLC	0212-02	10/1-10/31/23 Svc	0.00	14,411.00
TOTAL CHECK							0.00	45,196.98
TOTAL CASH ACCOUNT							0.00	1,545,477.34
TOTAL FUND							0.00	1,545,477.34
TOTAL REPORT							0.00	1,545,477.34

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SELECTION CRITERIA: transact.check\_no between '5017958' and '5017961'  
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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017958	12/20/23	003645	J.B.'S TIRE & REPAIR SER 0301		245/70/17 NITTO CROSST	0.00	370.00
1011010	5017958	12/20/23	003645	J.B.'S TIRE & REPAIR SER 0301		FTP	0.00	2.00
1011010	5017958	12/20/23	003645	J.B.'S TIRE & REPAIR SER 0301		DISPOSAL - TRUCK - 689	0.00	6.00
TOTAL CHECK							0.00	378.00
1011010	5017959	12/20/23	000076	RING POWER CORPORATION	0301	284-9039 CAP FUEL	0.00	46.47
1011010	5017960	12/20/23	002578	SAFETY-KLEEN SYSTEMS INC	0301	ACCT# TA16379	0.00	241.27
1011010	5017961	12/20/23	7851	STONES, INC.	0301	HV20268 525PTS TELESC	0.00	689.99
TOTAL CASH ACCOUNT							0.00	1,355.73
TOTAL FUND							0.00	1,355.73
TOTAL REPORT							0.00	1,355.73

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FUND 105 - ROAD & BRIDGE FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ID/DEPT	----DESCRIPTION-----	SALES TAX	AMOUNT	
1011010	v5017962	12/20/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27	
1011010	v5017962	12/20/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27	
TOTAL CHECK								358.54	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	163347W159 WINCH MOTOR	0.00	4,695.60	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	6930 NAPAGOLD AIR FILT	0.00	63.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7620 OIL FILTER	0.00	18.49	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	600255NP FUEL FILTER	0.00	57.90	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	600112 NAPA FOLD FUEL	0.00	72.22	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7236 18MO WTY BAT	0.00	324.14	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	501 ENVIRONMENTAL CHAR	0.00	3.00	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	PF-7760M BRAKE PADS -	0.00	35.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	248880569 BRAKE ROTOR	0.00	91.74	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	HS26306PT-2 HEAD SET	0.00	257.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	224-43663 OIL PUMP	0.00	183.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	2202P BEARINGS	0.00	65.25	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	384150 BOLTS - TRUCK -	0.00	58.04	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	SDK321 BEARING & SEAL	0.00	196.08	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	80W90 JT-Y 80W90	0.00	23.97	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	765-1589 PX BLACK RTV	0.00	11.49	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	402508 TRANS-X POSI-TR	0.00	21.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	SG7987X SILENTGUARD BR	0.00	56.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	G60447-1010 HYD HOSE A	0.00	12.89	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	Q25170-0810 HYD HOSE F	0.00	31.46	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	70283 8MAXKREEL	0.00	58.32	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	3157NA-N BOXED MINIAT	0.00	4.78	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	194NA-N BOXED MINIATUR	0.00	2.78	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	KR011100Z POENETRENT	0.00	19.95	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	79032 FLEXTUBE	0.00	50.12	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	AR279SB RELAY - GRADER	0.00	29.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	8072037R FLT WASH	0.00	17.04	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	AR606 RELAY	0.00	16.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	6-020-1 20IN EXACTFLIB	0.00	29.98	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	ATF4 TRANS FL	0.00	83.88	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	260-5244 CONTROL ARM A	0.00	100.81	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	104298 LOWER BALL JOIN	0.00	46.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	6-0202-1 20IN EXACTFLI	0.00	24.98	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	801652 PAG OIL - TRUCK	0.00	8.78	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	BP3157LEDN	0.00	22.49	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7534 2YR WTY BAT	0.00	152.24	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	501 ENVIRONMENTAL CHAR	0.00	1.50	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7-081502 UNIV-FUL 1B1/	0.00	4.69	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	75110 NAPA HEAVY DUTY	0.00	4.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	2818-358 SCREW	0.00	24.75	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	E53691 OUTER TIE ROD E	0.00	42.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	3156 MINIATURE BULB -	0.00	4.98	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7236 18MO WTY BAT	0.00	324.14	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	501 ENVIRONMENTAL CHAR	0.00	3.00	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	600-3233 EX/FLANGE HAR	0.00	9.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	600-3229 EXHFLANGE HAR	0.00	12.99	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	855459 TRANSFER CASE F	0.00	24.58	
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	7551379 TRAILER BALL	0.00	19.49	

SUNGARD PENTAMATION, INC.  
DATE: 12/22/2023  
TIME: 08:09:24

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between 'v5017962' and 'v5017965'  
ACCOUNTING PERIOD: 3/24

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	825-4005 BALL MOUNT	0.00	38.99
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	755-2173 PNCLP 58 W 3.	0.00	10.99
1011010	v5017963	12/20/23	000082	PERRY AUTO SUPPLY, INC.	0301	1705 MED DUTY TORCH KI	0.00	249.00
TOTAL CHECK							0.00	7,730.40
1011010	v5017964	12/20/23	000119	WARE OIL & SUPPLY COMPAN	105	DIESEL	0.00	27,438.49
1011010	v5017965	12/20/23	003617	MILLER HARDWARE COMPANY	0301	7269921 LOPPER 32" DUA	0.00	49.99
TOTAL CASH ACCOUNT							0.00	35,577.42
TOTAL FUND							0.00	35,577.42
TOTAL REPORT							0.00	35,577.42

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**TUESDAY, DECEMBER 19, 2023**

**6:00 P.M.**

**201 E. GREEN STREET**

**TAYLOR COUNTY ADMINISTRATIVE COMPLEX**

**OLD POST OFFICE**

**BIDS/PUBLIC HEARINGS:**

5. THE BOARD TO RECEIVE BIDS FOR THE SAN PEDRO ROAD RETAINING WALL, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

1. ANDERSON COLUMBIA CO., INC.

BID AMOUNT: \$1,174,963.00

**PERRY NEWS-HERALD/TACO TIMES**

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

**AFFIDAVIT OF PUBLICATION**

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

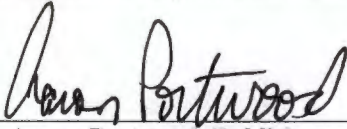
**Taylor County Board of County Commissioners  
Invitation to Bid  
San Pedro Road Retaining Wall**

was published in said newspaper in the issues of:

**November 8, 2023**

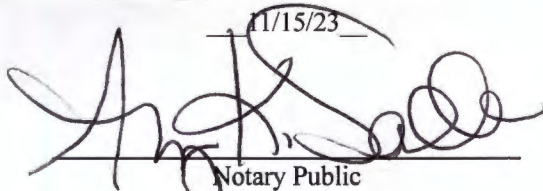
**November 15, 2023**

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



**Aaron Portwood, Publisher**

Sworn to and subscribed  
before me this

  
11/15/23

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



**INVITATION TO BID**

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the San Pedro Road Retaining Wall.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "Sealed Proposal for San Pedro Road Retaining Wall" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on December 15, 2023. All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on December 19, 2023, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information MUST be obtained on-line from the following County Web Site address:

[https://www.taylorcountygov.com/government/county\\_bids/index.php](https://www.taylorcountygov.com/government/county_bids/index.php)

Note that a Pre-Bid Conference will not be held for this project. See Instructions to Bidders, Article 5 for information concerning requests for additional information or clarification.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. No faxed Proposals will be accepted.

Additional Information may be obtained from:

Taylor County Engineering  
Department, 201 East Green Street  
Perry, FL 32347  
850-838-3500

BY ORDER OF THE BOARD OF  
COUNTY COMMISSIONERS, Taylor  
County, Florida

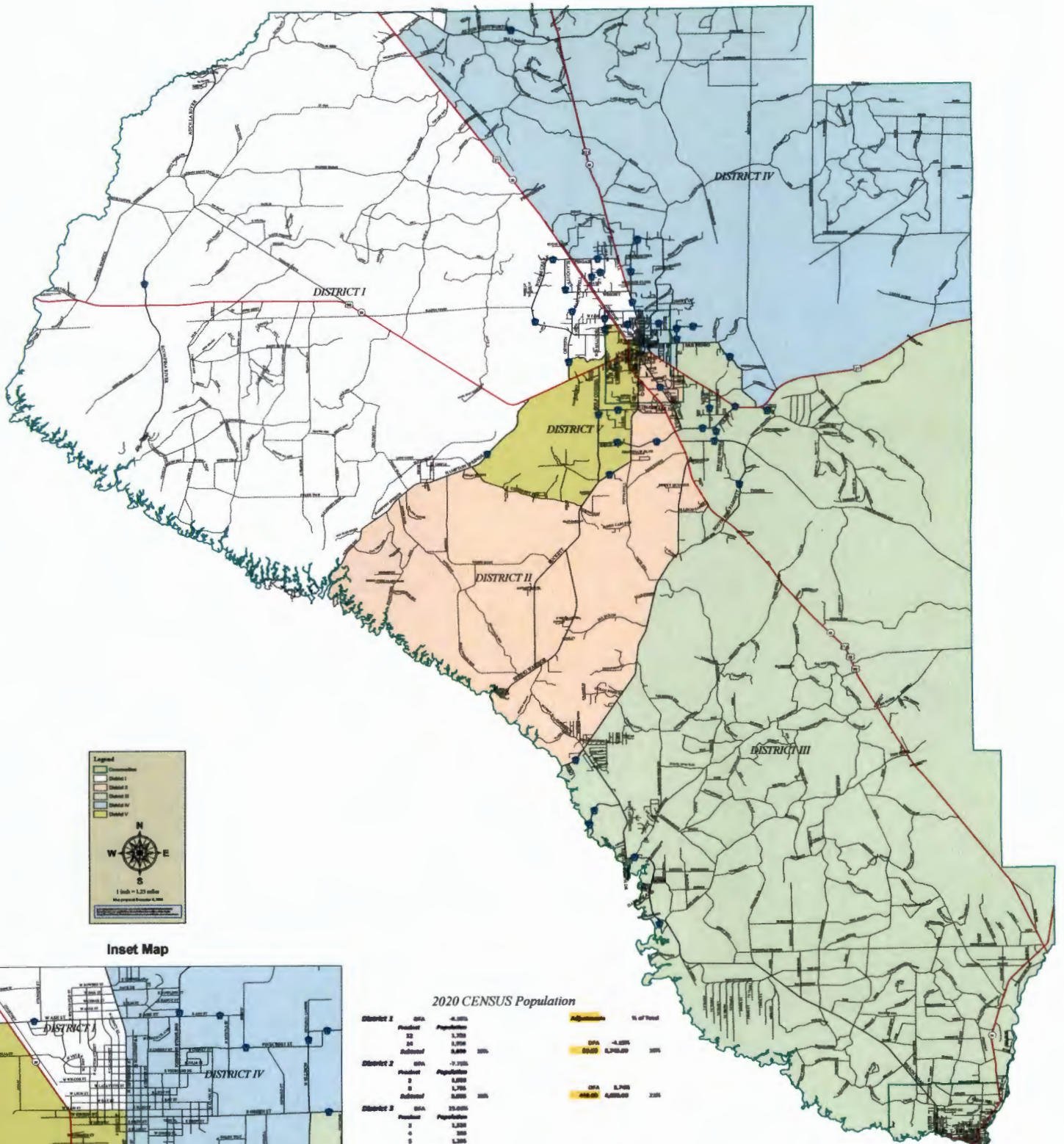
20

ELIYAHU JUNE 23 2022  
NY COMMISSION R 101 23883X  
AMY K BADLER

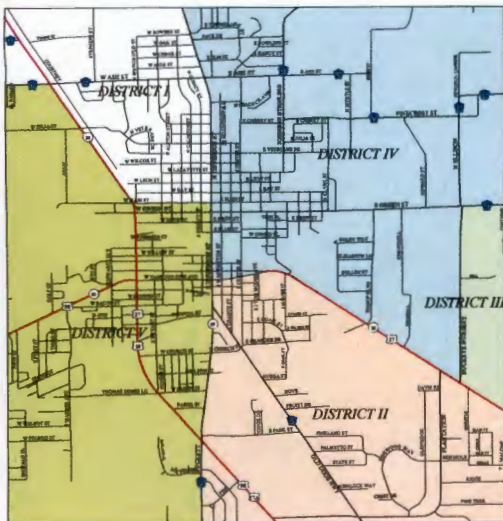




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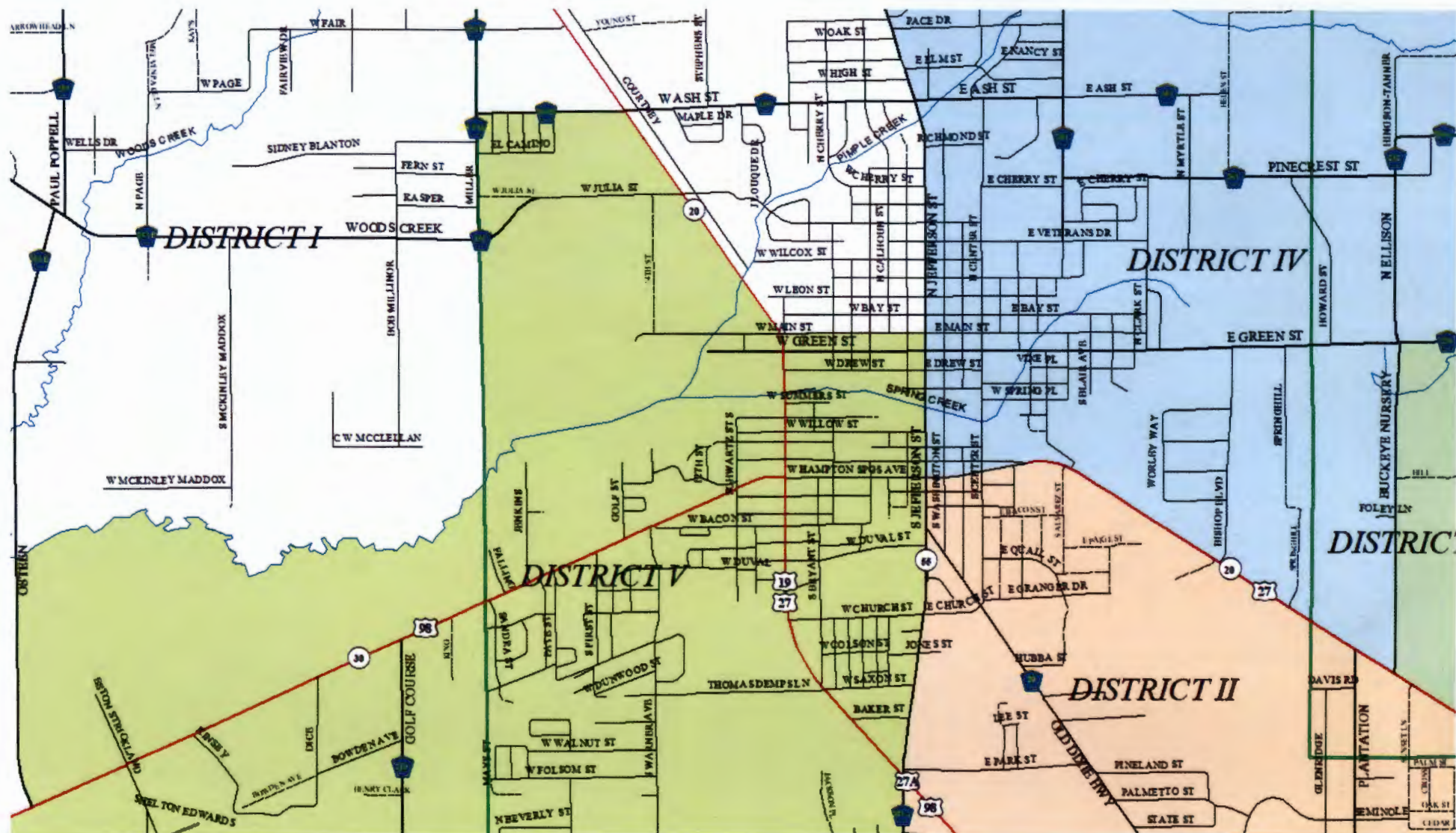


Inset Map



2020 CENSUS Population				
District	Area	Population	Adjustment	% of Total
District I	Area	Population		
District II	Area	Population		
District III	Area	Population		
District IV	Area	Population		
District V	Area	Population		
County Total	Area	Population		





## MEMORANDUM

**To:** Members of the Taylor County Board of County Commissioners  
Members of the Taylor County School Board  
LaWanda Pemberton, County Administrator  
Conrad Bishop, County Attorney  
Alicia Beshears, Superintendent of Schools  
Angela Ball, School Board Attorney

**From:** Nicholas Warren, Staff Attorney, ACLU of Florida (ACLU-FL)

**Date:** December 15, 2023

**Subject:** Voting Rights Act compliance in Taylor County

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This memo gives an overview of what is required to comply with the Voting Rights Act (VRA) in Taylor County, and then walks through how we apply that legal standard to a given proposed configuration for District 5.

### LEGAL STANDARD

Section 2 of the Voting Rights Act “prohibit[s] the distribution of minority voters into districts in a way that dilutes their voting power.”<sup>1</sup> More specifically, the VRA protects a racial minority group’s “potential to elect a representative of its own choice in some single-member district.”<sup>2</sup>

The Supreme Court has made clear that compliance with the VRA is not measured by simply reaching a numerical percentage of minority population or registered voters, but rather whether minority voters have the “ability to elect their preferred candidates.”<sup>3</sup> As the Court held in a 2015 case, the law “does not require a [] jurisdiction to maintain a particular numerical minority percentage. It requires the jurisdiction to maintain a minority’s ability to elect a preferred candidate of choice.”<sup>4</sup> “No single statistic provides courts with a shortcut to determine whether a set of single-member districts unlawfully dilutes minority voting strength.”<sup>5</sup>

This means that VRA compliance cannot be measured by simply looking at the Census population (or adult population or voter registration) numbers to see whether the district is majority-Black, minority-majority, etc. Rather, the Court has laid out how “ability to elect” is to be assessed. This involves a “functional analysis of the electoral behavior within the particular

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<sup>1</sup> *Wisconsin Legislature v. Wisconsin Elections Comm’n*, 595 U.S. 398, 402 (2022).

<sup>2</sup> *Allen v. Milligan*, 599 U.S. 1, 18 (2023) (quoting *Grove v. Emison*, 507 U.S. 25, 40 (1993)).

<sup>3</sup> *Milligan*, 599 U.S. at 18 (quoting *Thornburg v. Gingles*, 478 U.S. 30, 48 (1986)).

<sup>4</sup> *Alabama Legislative Black Caucus v. Alabama*, 575 U.S. 254, 275 (2015).

<sup>5</sup> *Johnson v. De Grandy*, 512 U.S. 997, 1020–21 (1994).



election district” to “determin[e] what minority population percentage will satisfy [the VRA’s] standard.”<sup>6</sup> In other words, you have to do your homework: “a pre-enactment analysis with justifiable conclusions” is required.<sup>7</sup> This analysis is a “careful assessment of local conditions and structures” that considers factors such as “turnout rates,” “voting patterns in [] contested [recent] primary and general elections,” and other factors that may be relevant, such as a large disenfranchised population.<sup>8</sup>

**Voter turnout and turnout rates in particular are relevant.** As one federal appellate court put it in a case regarding both Black and Hispanic voters, one “must carefully consider and evaluate the data concerning voter registration and turn-out in the black and Hispanic communities to determine the practical need for a super-majority of the respective minority groups in order to give the minorities a reasonable and fair opportunity to elect candidates of their choice.”<sup>9</sup>

## APPLICATION TO TAYLOR COUNTY

We have conducted exactly that type of analysis to assess whether given proposals for District 5 will achieve Black voters’ ability to usually elect preferred candidates.<sup>10</sup> This analysis started by analyzing recent Taylor County elections from the past three election cycles (2018, 2020, and 2022). We compared the precinct-level results with the racial composition of the electorate (those who actually voted) in those elections. The precinct-level elections results are available from the Supervisor of Elections; voter turnout information is available from the state Division of Elections.

Then, we conducted an ecological inference analysis to estimate with a high degree of confidence what share of white voters and Black voters voted for each candidate in each election.

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<sup>6</sup> *Bethune-Hill v. Virginia State Board of Elections*, 580 U.S. 178, 194 (2017).

<sup>7</sup> *Abbott v. Perez*, 138 S. Ct. 2305, 2335 (2018).

<sup>8</sup> *Bethune-Hill v. Virginia State Board of Elections*, 580 U.S. 178, 186, 194–95 (2017); see also *Abbott v. Perez*, 138 S. Ct. 2305, 2335 (2018) (criticizing the Texas Legislature for not doing the type of analysis the Virginia Legislature did in *Bethune-Hill*); *GRACE, Inc. v. City of Miami*, No. 1:22-CV-24066-KMM, 2023 WL 3594310, at \*58–59 (S.D. Fla. May 23, 2023), *appeal dismissed*, No. 23-11854-D, 2023 WL 5624206 (11th Cir. July 13, 2023) (noting VRA analysis should be “informed by [a] pre-enactment functional analysis of the voting patterns of Black voters,” and not just by Census population figures, but also statistics such as “Black voter registration, or Black voter turnout,” and criticizing the Miami City Commission for “conflat[ing] a numerical 50% [Black voting-age population] majority with the ability of Black voters to elect preferred candidates”).

<sup>9</sup> *Ketchum v. Byrne*, 740 F.2d 1398, 1414 (7th Cir. 1984); see also *James v. City of Sarasota*, 611 F. Supp. 25, 31–32 (M.D. Fla. 1985) (analyzing turnout rates of white and Black voters in recent elections to determine whether map complied with the VRA); *Prosser v. Elections Board*, 793 F. Supp. 859, 869 (W.D. Wis. 1992) (taking into account that “turnout among blacks is generally much lower than among whites” when determining what Black population would afford an opportunity to elect candidates of choice).

<sup>10</sup> Importantly, the VRA is “not a *guarantee* of electoral success for minority-preferred candidates.” *Wright v. Sumter County Board of Elections & Registration*, 979 F.3d 1282, 1308 (11th Cir. 2020) (emphasis added) (quoting *Johnson v. De Grandy*, 512 U.S. at 1020). Rather, the VRA protects minority voters’ ability to *usually* elect their preferred candidates, when they coalesce around a single candidate (of any race). *League of United Latin American Citizens v. Perry (LULAC)*, 548 U.S. 399, 428 (2006); *GRACE, Inc. v. City of Miami*, No. 1:22-CV-24066-KMM, 2023 WL 4853635, at \*21 (S.D. Fla. July 30, 2023).

Using this data, we were then able to come up with the estimated percentage of Black voters needed in a given election to usually permit the candidate preferred by Black voters to prevail. That number is about 47–48% (and is often referred to as the “effectiveness number”). The method described here is a standard Voting Rights Act methodology.<sup>11</sup>

To measure whether a proposed configuration for District 5 matches that 47–48% effectiveness number, we conduct a further layer of analysis. We take the file of all registered voters in Taylor County and whether they voted in recent elections, georeferenced by the voters’ actual residential addresses. (So each voter is plotted on the map where they live.) Overlaying that georeferenced voter file with the proposed district configuration, we can know exactly how many voters are registered to vote within the proposed district boundaries, whether they voted in recent elections, and their race. That information then gives us the share of Black turnout in the proposed district that we then compare to the 47–48% effectiveness number.

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<sup>11</sup> *LULAC*, 548 U.S. at 488 (Souter, J., concurring) (citing Bernard Grofman, Lisa Handley & David Lublin, *Drawing Effective Minority Districts: A Conceptual Framework and Some Empirical Evidence*, 79 N.C. L. Rev. 1383 (2001)); *Robinson v. Ardoin*, 605 F. Supp. 3d 759, 798, 801, 804 (M.D. La. 2022), *cert. dismissed as improvidently granted*, 143 S. Ct. 2654 (2023) (crediting this type of ecological inference analysis as “the most reliable and widely used of the available techniques in this area, and that it is the ‘gold standard’ widely relied on by experts”).



Dec 14, 2023 Taylor County District Map					2023 Registered Voters					
District	2020 Population	Deviation	% DFA	Pop %	Total	White	Black	All Other		
1	3,745	(162)	-4.1%	19%	2,897	2,581 89%	188 6%	128 4%		
2	4,053	146	3.7%	21%	2,984	2,651 89%	166 6%	167 6%		
3	4,064	157	4.0%	21%	3,746	3,533 94%	81 2%	132 4%		
4	3,974	67	1.7%	20%	3,070	2,656 87%	285 9%	129 4%		
5	3,699	(208)	-5.3%	19%	2,535	1,180 47%	1,256 50%	99 4%		
Total	19,535	365	9.3%		15,232	12,601	1,976	655		

% Deviation From Average

Registered Voters includes Eligible Individuals: Active or Inactive

% DFA = Max %DFA - Min %DFA

Dec 14, 2023 Taylor County District Map													
2020 Census		2020 Primary Election						2020 General Election					
District	Population	Total	White	Black	All Other			Total	White	Black	All Other		
1	3,745	1,228	1,130 92%	62 5%	36 3%			1,913	1,732 91%	110 6%	71 4%		
2	4,053	1,149	1,057 92%	50 4%	42 4%			1,874	1,690 90%	94 5%	90 5%		
3	4,064	1,467	1,413 96%	21 1%	33 2%			2,435	2,295 94%	47 2%	93 4%		
4	3,974	1,414	1,262 89%	116 8%	36 3%			2,103	1,837 87%	186 9%	80 4%		
5	3,907	1,062	507 48%	535 50%	20 2%			1,622	768 47%	813 50%	41 3%		
Total	19,743	6,320	5,369	784	167			9,947	8,322	1,250	375		

Note: Voter Information provided by ACLU and Corrected for Election Year MisLabeling

**2020 Ballot Inclusions:****Presidential Election**

Constitutional Officers  
 Supervisor of Elections  
 Property Appraiser  
 Clerk of Courts  
 Sheriff

**School Board &  
 County Commissioners**  
 District 1  
 District 3  
 District 5

Notes: All but one (1) of the Locally determined election races were decided during the Primary Elections in both 2020 and 2022. Only the Property Appraiser was decided in the General Election of Nov, 2020.





**Official Primary Election Ballot / Boleta Oficial de Elección Primaria**

**August 18, 2020 / 18 de agosto de 2020**

**Republican Party / Partido Republicano**

**Taylor County, Florida / Condado de Taylor, Florida**

- Instructions: To vote, fill in the oval completely  next to your choice.
- Use only the marker provided or a black or blue pen.
- If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count.

- Instrucciones: Para votar, rellene el óvalo completamente  al lado de su elección.
- Utilice solo el marcador proporcionado o un bolígrafo negro o azul.
- Si comete un error, solicite una nueva boleta. No tache o su voto puede no contar.

**ONLY PRECINCTS  
3, 4, 5, 10, & 11 & 13.2**



**State Attorney Third Judicial Circuit  
Universal Primary Contest**  
(Vote for One)  
**Abogado del Estado 3er Circuito Judicial  
Concurso Primario Universal**  
(Votar por Uno)

☐ John F. Durrett REP  
☐ Tina Seifert REP

**State Senator District 3  
(Vote for One)**  
**Senador Estatal Distrito 3**  
(Votar por Uno)

☐ Benjamin Alexander REP  
Thaddeus John Horbowy

☐ Marva Harris Preston REP

**Clerk of the Circuit Court and  
Comptroller  
Universal Primary Contest**  
(Vote for One)  
**Secretario del Tribunal de Circuito y  
Contralor**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Mike Hunter REP  
☐ Gary "Bubba" Knowles REP

**ONLY PRECINCTS  
12.2 & 13.2**



**City Council Member  
District 2  
(Vote for One)**  
**Miembro del Consejo Municipal  
Distrito 2**  
(Votar por Uno)

☐ Shirlie Hampton NOP  
☐ Donnie L. Pickford NOP

**Sheriff  
Universal Primary Contest**  
(Vote for One)  
**Alguacil**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Danny McLeod REP  
☐ Wayne Padgett REP

**Property Appraiser  
(Vote for One)**  
**Tasador de Propiedades**  
(Votar por Uno)

☐ Shawna Beach REP  
☐ Jerry Register REP

**District Superintendent of Schools  
Universal Primary Contest**  
(Vote for One)  
**Superintendente de Escuelas del Distrito**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Alicia York Beshears REP  
☐ Danny F. Glover Jr REP

**ONLY PRECINCTS  
12.2, 12.3, & 14**



**Board of County Commissioners  
District 1  
Universal Primary Contest**  
(Vote for One)  
**Junta de Comisionados del Condado  
Distrito 1**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Jamie English REP  
☐ Brandon Thomas Fletcher REP  
☐ Glenn Frith REP

**Board of County Commissioners  
District 3  
Universal Primary Contest**  
(Vote for One)  
**Junta de Comisionados del Condado  
Distrito 3**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Richard Carr REP  
☐ Jody J. DeVane REP  
☐ Ursula Miller REP  
☐ Sean Andrew Murphy REP  
☐ Michael Elzie Newman REP

**School Board Member  
District 3  
(Vote for One)**  
**Miembro de la Junta Escolar  
Distrito 3**  
(Votar por Uno)

☐ Guy W. Gibson NOP  
☐ Jeanne E. Mathis NOP

**ONLY PRECINCTS  
9, 13.1, 13.2, 13.5, & 13.2**



**Board of County Commissioners  
District 5  
Universal Primary Contest**  
(Vote for One)  
**Junta de Comisionados del Condado  
Distrito 5**  
**Concurso Primario Universal**  
(Votar por Uno)

☐ Thomas Demps DEM  
☐ Ocie "Gator" Reaves DEM

**School Board Member  
District 5  
(Vote for One)**  
**Miembro de la Junta Escolar  
Distrito 5**  
(Votar por Uno)

☐ Daniel Chaney NOP  
☐ Deidra Dunnell NOP

**This Sample Ballot is for informational purposes only.**



**IT IS NOT FOR VOTING.**

**Esta boleta de muestra es para fines informativos solamente.**

**NO ES PARA VOTAR.**



**Official Primary Election Ballot / Boleta Oficial de Elección Primaria**  
**August 23, 2022 / 23 de agosto de 2022**  
**Democratic Party / Partido Democrático**  
**Taylor County, Florida / Condado de Taylor, Florida**

- Instructions: To vote, fill in the oval completely  next to your choice.
- Use only the marker provided or a black or blue pen.
- If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count.
- Instrucciones: Para votar, rellene el óvalo completamente  al lado de su elección.
- Utilice solo el marcador proporcionado o un bolígrafo negro o azul.
- Si comete un error, solicite una nueva boleta. No tache o su voto puede no contar.

United States Senator (Vote for One) Senador de los Estados Unidos (Votar por Uno)	ONLY PRECINCTS 2, 8.4, & 8.5		ONLY PRECINCTS 1.3 & 12.3	
	<input type="radio"/> Ricardo De La Fuente DEM <input type="radio"/> Val Domingos DEM <input type="radio"/> Brian Rush DEM <input type="radio"/> William Sanchez DEM	<b>Board of County Commissioners District 2</b> <b>Universal Primary Contest</b> <b>(Vote for One)</b> <b>Junta de Comisionados del Condado</b> <b>Districto 2</b> <b>Concurso Primario Universal</b> <b>(Votar por Uno)</b>		<b>City Council Member District 3</b> <b>(Vote for One)</b> <b>Miembro del Consejo Municipal</b> <b>Districto 3</b> <b>(Votar por Uno)</b>
<b>Governor and Lieutenant Governor</b> <b>(Vote for One)</b> <b>Gobernador y Vicegobernador</b> <b>(Votar por Uno)</b>	<input type="radio"/> Gerald Dillow REP <input type="radio"/> Jim Moody REP		<input type="radio"/> Santana Olivia Deming NOP <input type="radio"/> Diane C. Landry NOP <input type="radio"/> Ernestine Mitchell NOP	
<input type="radio"/> Charlie Crist DEM <input type="radio"/> Cadance Daniel DEM <input type="radio"/> Nicole "Nikki" Fried DEM <input type="radio"/> Robert L. Willis DEM	ONLY PRECINCTS 1.3, 1.4, 6, & 7		ONLY PRECINCTS 1.4 & 8.4	
<b>Attorney General</b> <b>(Vote for One)</b> <b>Procurador General</b> <b>(Votar por Uno)</b>	<b>Board of County Commissioners District 4</b> <b>Universal Primary Contest</b> <b>(Vote for One)</b> <b>Junta de Comisionados del Condado</b> <b>Districto 4</b> <b>Concurso Primario Universal</b> <b>(Votar por Uno)</b>		<b>City Council Member District 4</b> <b>(Vote for One)</b> <b>Miembro del Consejo Municipal</b> <b>Districto 4</b> <b>(Votar por Uno)</b>	
<input type="radio"/> Aramis Ayala DEM <input type="radio"/> Jim Lewis DEM <input type="radio"/> Daniel Uhlfelder DEM	<input type="radio"/> Pam Feagle REP <input type="radio"/> Jesse James Messick REP		<input type="radio"/> Bill Brynes NOP <input type="radio"/> Alan C. Hall NOP	
<b>Commissioner of Agriculture</b> <b>(Vote for One)</b> <b>Comisionado de Agricultura</b> <b>(Votar por Uno)</b>				
<input type="radio"/> Naomi Esther Blenur DEM <input type="radio"/> J. R. Gaillet DEM <input type="radio"/> Ryan Morales DEM				

Universal Primary Contest refers to a contest in a primary election in which all candidates for an office have the same party affiliation and the winner of that contest will have no opposition in the general election. In a universal primary contest, all qualified electors may vote in the primary for that office, regardless of party affiliation.

Concurso Primario Universal se refiere a un concurso en una elección primaria en el que todos los candidatos a un cargo tienen la misma afiliación partidista y el ganador de ese concurso no tendrá oposición en las elecciones generales. En un Concurso Primario Universal, todos los electores calificados pueden votar en las primarias por ese cargo, independientemente de la afiliación de partido.

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to approve and execute Standard Grant Agreement A4002 with the State of Florida, Department of Environmental Protection FRDAP Program in the amount of \$200,000 for continued development and improvements at Taylor County Sports Complex.

**MEETING DATE REQUESTED:**

December 19, 2023

**Statement of Issue:** Board to approve and execute Standard Grant Agreement A4002 with FDEP in the amount of \$200,000 for continued development and improvements at Taylor County Sports Complex.

**Recommended Action:** Approve and execute Grant Agreement A4002 with FDEP.

**Fiscal Impact:** The grant is in the amount of \$200,000 which is the maximum grant award amount. The Board has approved a match of \$200,000.

**Budgeted Expense:** Yes. The Board approved the match August 6, 2022.

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Scope of Work must be completed by June 30, 2026. The FRDAP Program does not allow for timeline extensions. The project includes construction of a softball field, improvements to the basketball courts, security lighting, parking improvements, landscaping, and installation of a picnic area near the new softball field.

**Attachments:** Standard Grant Agreement A4002 with attachments and Letter of Execution





# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

Thursday, November 30, 2023

Ms. Melody Cox  
Grant Writer  
Taylor County  
201 East Green Street  
Perry, Florida 32347

**Re: Taylor County Sports Complex Phase VII**  
**FRDAP Project No.: A24002**  
**DEP Contract No.: A4002**

Dear Ms. Cox:

The attached contains the fully executed grant agreement for the above referenced project.

Please visit our Program Website at <https://floridadep.gov/lands/land-and-recreation-grants/content/florida-recreation-development-assistance-program> to read and familiarize yourself with the FRDAP Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form. This information has been provided on the website for your review, as it will be extremely helpful and ensures compliance with the administrative requirements of this grant.

In addition, the Project Completion Documentation Checklist and the Reimbursement Schedules can be found on our website when that time approaches.

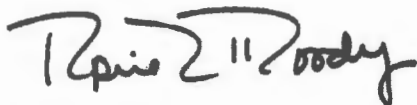
#### Reminders:

1. Construction cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed before or by 180-days from the execution of your grant agreement. Once again, the **Commencement Documentation Checklist** and other forms can be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/florida-recreation-development-assistance-program> under **FRDAP Commencement Forms**.
2. Quarterly status reports are required – **January 5, May 5 and September 5**. Please be sure to summarize work accomplished, problems encountered (if any), and provide color photographs of development progression.

3. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation and the final as-built product.
4. The project should be completed before the completion date set forth in the grant agreement, **April 30, 2026**, and all reimbursement requests and closeout documents submitted.
5. This project will expire on **June 30, 2026**, and the grant project award will revert. Please note that there are **no time extensions allowed** for this grant program/project.

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "April Moody". The signature is stylized, with the first name "April" written in a cursive-like font and the last name "Moody" in a more straightforward, slightly cursive font.

April Moody  
Community Assistance Consultant  
Division of State Lands, Land and Recreation Grants Section  
Florida Department of Environmental Protection  
[April.Moody@FloridaDep.gov](mailto:April.Moody@FloridaDep.gov)

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

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

1. Project Title (Project): **Taylor County Sports Complex Phase VII** Agreement Number: **A4002**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Taylor County** Entity Type: **Local Government**

Grantee Address: **201 East Green Street , Perry, FL 32347** FEID: **59-6000879** (Grantee)

3. Agreement Begin Date: **Upon Execution** Project Completion Date: **April 30, 2026** Date of Expiration: **June 30, 2026**

4. Project Number: **A24002** Project Location(s): **1685 N. US 19, Perry, Florida 32347**  
(If different from Agreement Number)

Project Description: **New softball field, picnic facility, security lighting and landscaping, renovation of existing softball field, basketball court, and parking improvements.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
<b>\$ 200,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>Line Item No. 1796, GAA, FY 2023-2024</b>	<b>\$ 200,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		<b>\$</b>
	<input checked="" type="checkbox"/> Grantee Match		<b>\$ 200,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$ 400,000.00</b>

6. Department's Grant Manager Name: **April Moody** or successor  
Address: **3900 Commonwealth Boulevard  
MS#585  
Tallahassee, Florida 32399**  
Phone: **850-245-2501**  
Email: **april.moody@floridadep.gov**

Grantee's Grant Manager Name: **Melody Cox, Grant Writer** or successor  
Address: **201 East Green Street  
Perry, Florida 32347**  
Phone: **850-838-3553**  
Email: **melody.cox@taylorcountygov.com**

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)



☐ Additional Exhibits (if necessary):

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

Federal Award Identification Number(s) (FAIN):

Federal Award Date to Department:

Total Federal Funds Obligated by this Agreement:

Federal Awarding Agency:

Award R&D?

☐ Yes ☐ N/A

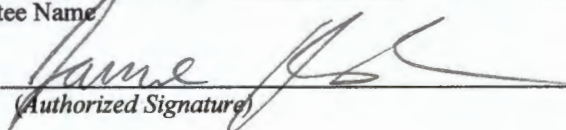
**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**Taylor County Board of County Commissioners**

**GRANTEE**

Grantee Name

By

  
(Authorized Signature)

12/19/2023  
Date Signed

**Jamie English, Chairman**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

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

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

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

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

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

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

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

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

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to



require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.floridacfo.com/division/aa-local-government/s-judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price



- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
  - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
  - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

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

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

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

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

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

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

### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

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

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



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

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

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

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

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

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

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

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

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

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

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

#### **21. Waiver.**

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

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

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may



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

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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

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

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

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

## **27. Lobbying and Integrity.**

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

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.dfs.state.fl.us/>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the



original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting.**

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

**33. Guarantee of Parent Company.**

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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



**37. Grantee's Employees, Subcontractors and Agents.**

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

**38. Assignment.**

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

**39. Compensation Report.**

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. A4002**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Taylor County Sport Complex Phase VII. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement/Retroactive expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000.00 through cash or third party in-kind towards the project funded under this Agreement.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

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

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

d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## **11. Subcontracting.**

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

## **12. State-owned Land.**

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

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

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

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

None.

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

**ATTACHMENT 3**  
**GRANT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**  
Project Name: Taylor County Sports Complex Phase VII  
Grantee Name: Taylor County  
FRDAP Project # A24002/A4002

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1685 N. US 19, Perry, Florida 32347 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Retroactive Project.**

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

**Project Completion:** The Project Completion Date for this Agreement is April 30, 2026.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$ 200,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$ 200,000.00</b>
<b>Total Estimated Project Cost:</b>	<b>\$ 400,000.00</b>
<b>Match Ratio:</b>	<b>1:1</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Development of Commencement Documentation Checklist (DRP-107) <sup>1</sup> .  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:  <b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).  Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.  <b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b>	180 calendar days after Execution of Agreement <sup>2</sup>	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
<b>TASK 2</b> <b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>New softball field, picnic facility, security lighting and landscaping, renovation of existing softball field, basketball court, and parking improvements.</b>  <b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111).  <b>2.C.</b> Completion of Final Status Report (DRP-109).	<b>DELIVERABLE 2</b> The Grantee may request reimbursement upon Department receipt and approval of:  <b>2.A.</b> Development of required Project Elements.  <b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)  <b>2.C.</b> Final Status Report (DRP-109).  The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	<b>Due April 30, 2026, which shall also be the Project Completion Date<sup>3</sup></b>	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.



	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

**Endnotes:**

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

**Email:** [PublicRecords@dep.state.fl.us](mailto:PublicRecords@dep.state.fl.us)

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



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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

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

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

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

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

By Mail:

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

Electronically:

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

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

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

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

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

# EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023-2024	37.017	Florida Recreation Development Assistance Program	\$200,000	140002

Total Award	\$200,000	
-------------	-----------	--

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

<sup>1</sup> Subject to change by Change Order.



For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://www.easystates.com/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://www.floridacatalog.org/], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://www.floridacatalog.org/]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

**3. Site Plans.**

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

**4. Project Completion.**

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

**5. Project Completion Certification.**

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

**6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

**a. Reimbursement for Costs.**

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
  - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
  - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
  - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:  
**Status Reports.**
    - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
    - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
    - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
    - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**11. Management of Project Sites.**

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

**12. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

**13. Signage.**

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

**14. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

**15. Conversion.**

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



**Florida Department of Environmental Protection**  
**EXHIBIT A**  
**Land and Water Conservation Fund Program**  
**Florida Recreation Development Assistance Program**  
**Project Status Report**

Required Signatures: **Adobe Signature**

Project Name: \_\_\_\_\_ Project Number: **A24002**

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

**Period Covered** (Check Appropriate Period):

- ☐ January through April: Due May 5<sup>th</sup>  
☐ May through August: Due September 5<sup>th</sup>  
☐ September through December: Due January 5<sup>th</sup>  
☐ Final Status Report

Date from Project Completion Certification: \_\_\_\_\_

LIAISON: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Florida Department of Environmental Protection

EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

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

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
<b>Contractual Services</b> DRP-116		
<b>Grantee Labor</b> DRP-117		
<b>Employee Benefits</b> ( _____ % of Salaries)		
<b>Direct Purchases: Materials &amp; Supplies</b> DRP-118		
<b>Grantee Stock</b> DRP-120		
<b>Equipment</b> DRP-119		
<b>Land Value</b>		
<b>Indirect Costs</b> (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

**CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date



## 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

December 19, 2023

Florida Department of Transportation  
Shared-Use Non-motorized (SUN) Trail Funding Request

Re: Project Prioritization Certification

Taylor County Board of Commissioners is respectfully submitting application for the Work Program development cycle for FY 2029/2030 during the 2023 solicitation cycle. The project being submitted is the Taylor County Coastal Trail which will be a 25.6 mile, 12-foot wide paved multi-use trail from Tennille to Dark Island Road. The trail connects to the SUN Trail at Tennille. The proposed trail not only provides connection to the SUN Trail Network at US 19 but is also a Priority Area with the Florida Office of Greenways and Trails and is a key segment of the Florida National Scenic Trail. The proposed trail will offer unlimited economic and tourism development opportunities for the entire Big Bend Region. The proposed trail route offers overnight accommodations, restaurants, and retail outlets which will encourage tourists and visitors to the area to extend their stays to multiple day visits. The Coastal Trail will offer connections to existing trails within the Big Bend Wildlife Management District and Suwannee River Water Management District public lands.

During the 2022 funding cycle, the County submitted an application for the Nature Coastal Regional Connector which is a 52.8 mile trail from the Aucilla River to the Steinhatchee River. This project remains the priority project for the County. The County's prioritization list of SUN Trail projects is as follows:

1. Nature Coastal Regional Connector
2. Taylor County Coastal Trail

Taylor County is committed to support continued long-term maintenance of both trail systems.

If we can provide any additional information, please contact our County Administrator, LaWanda Pemberton at 850-843-5381 or at [LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com). We will be pleased to provide any additional information you may need. Thank you for your consideration of our application.

Respectfully,

A handwritten signature in black ink, appearing to read "Jamie English".  
Jamie English, Chairman  
Taylor County Board of Commissioners

**Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program**  
**Request for Funding**



SUN Trail funding is limited to provisions of Section 339.81, F.S., Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, and FDOT Work Program Instructions. Projects will be developed as paved nonmotorized multi-use trail / two-directional Shared Use Path (SUP) within the SUN Trail network for bicyclists and pedestrians. FDOT Design Manual Topic 625-000-002 (FDM) [Chapter 224] defines on-system SUP. FDOT Office of Design Topic 625-000-015 – Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) [Chapter 9] defines off-system SUP. Chapter 316, F.S. defines bicycles, pedestrians, and nonmotorized users.

**PART I – APPLICANT INFORMATION**

1. Type of Applicant (select one):
  - ☒ Municipality/County Government
  - ☐ State Agency
  - ☐ Federal Agency
  - ☐ Recognized Tribal Government
  - ☐ Metropolitan/Transportation Planning Organization/Agency (MPO)
2. Name, job title and office of the person who will be in direct contact with FDOT for this project:  
LaWanda Pemberton, County Administrator, County Administration
3. Agency of the person who will be in direct contact with FDOT for this project:  
Taylor County Board of County Commissioners
4. Email of the person who will be in direct contact with FDOT for this project:  
lpemberton@taylorcountygov.com
5. Telephone number of the person who will be in direct contact with FDOT for this project:  
850-843-5381

**PART II – PROJECT OVERVIEW**

1. Project Name:  
Taylor County Coastal Trail
2. Municipality where the project is located:  
Perry, Florida
3. County where the project is located:  
Taylor County, Florida
4. FDOT district number where the project is located:  
2
5. Boundary of the project proposed for SUN Trail funding (give the address or nearest cross streets, municipality, and zip code):
  - a. Termini Begin:  
State Road 51 at US 19/27A/98 (Tennille-Steinhatchee River)
  - b. Termini End:  
County Road 361 at Dark Island Road (Dark Island)
6. Who is the landowner of the proposed project location?
  - ☐ The location of this project is entirely on FDOT right-of-way.
  - ☐ The location of this project is entirely on non-FDOT publicly-owned right-of-way.
  - ☒ The location of this project is on both FDOT and non-FDOT, publicly-owned right-of-way.
  - ☐ Parcels within this project boundary are privately owned, the acquisition of right-of-way must occur.
7. Total length of this project proposed for SUN Trail funding:  
25.6 Miles



Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program  
Request for Funding



To be eligible for consideration applicants must APPLY during an open solicitation cycle online at: [flgap.com](http://flgap.com) by submitting a complete REQUEST FOR FUNDING with all applicable project information, including required signatures and documentation for each eligible unfunded project phase through the Grant Application Process online system (GAP) [FDOT Procedure 525-010-300 Chapter 4]. FDOT will not accept nor consider late proposals or any proposal not meeting and satisfying the provisions and SUN Trail Eligibility Criteria.

### PART III – ELIGIBILITY CRITERIA

1. Funding is limited to geographic areas within the SUN Trail network [which aligns with the Florida Greenways and Trails System Plan's Priority Land Trail network, overseen by the Department of Environmental Protection's Office of Greenways and Trail (Chapter 260, F.S.) and includes connections to and through lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)] and will be developed as a paved nonmotorized multi-use trail / two directional Shared Use Path (SUP) for bicyclists and pedestrians. Will the project be developed as a paved nonmotorized multi-use trail / two-directional SUP within the SUN Trail network for bicyclists and pedestrians?  
☒ Yes ☐ No
  - a. Provide an aerial location map illustrating the project boundary and project limits.
  - b. Provide a map illustrating the project location within the SUN Trail network.
  - c. Provide the project typical section (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).
2. Funding is limited to projects prioritized by the applicable authority. If the project is within a boundary of a Metropolitan Planning Organization (MPO) priority, Section 339.175(8), Board of County Commissioners functions as MPO in nonmetropolitan areas, Section 339.135(4)(c)1, F.S.  
☒ Yes ☐ No
  - a. Indicate the priority number of the project:
    2. The County submitted an application in 2022 for the Nature Coast
  - b. Provide the prioritization list.
  - c. Complete Part VII (CERTIFICATION OF PROJECT PRIORITIZATION).
3. Has a non-FDOT governmental entity formally committed to operation and maintenance of the project (long-term trail manager)?  
☒ Yes ☐ No
  - a. Complete Part VIII (CERTIFICATION OF WILLING MANAGER).
4. Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s)?  
☒ Yes ☐ No
  - a. Indicate the type of plan(s), applicable page number(s) and date(s) of adoption:  
Comprehensive Plan, Future Land Use Element (Pg 1-22), Recreational Open Space Element (Pg V1-1-3), Tra
  - b. Provide documentation of applicable project concurrency information [e.g. supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), unit management plans, etc.].

DO NOT PROCEED TO PART IV IF PROJECT RESULTED IN A "NO" RESPONSE IN PART III.

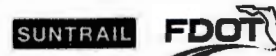


## PART IV – PROJECT DETAILS

1. Project Tier:
  - a. Is the project within the Coast to Coast Trail (C2C)?  
☐ Yes ☒ No
  - b. Is the project within the St. Johns River-to-Sea Loop (SJR2C)?  
☐ Yes ☒ No
  - c. Is the project an Individual Trail segment?  
☒ Yes ☐ No
2. Will the project be developed as a 12-foot-wide asphalt trail?  
☒ Yes ☐ No
3. Briefly describe the scope and proposed route of the project (1000-character limit):

The proposed Coastal Trail termini begins at Tennille (SR 51 and US 19) which provides connection to the SUN Trail Network. It ends at Dark Island on CR 361 and connects to an existing paved trail originating at Keaton Beach Coastal Park. The existing trail was constructed with TAP funding. The Coastal Trail is an OGT Priority Trail corridor for the Florida National Scenic Trail. There is an existing trailhead with non-paved trails at Tennille and the Coastal Trail will also provide connection to trails within SRWMD Steinhatchee Falls and the Big Bend State Wildlife Management Area trails and park sites. Steinhatchee offers restaurants, overnight accommodations, and retail outlets for trail users.
4. Have earlier phase(s) of this project been completed? If not, select “no” and continue to Question 5.  
☐ Yes ☒ No
  - a. Select all project phases that were previously funded, indicate the funding year and completion date (or anticipated completion date for the funded phase).
    - ☐ Feasibility Study
    - ☐ Project Development & Environment (PDE)
    - ☐ Preliminary Engineering/Design (PE)
    - ☐ Acquisition of Right-of-Way (ROW)
    - ☐ Construction (CON)\* only select for reconstruction/maintenance projects
  - b. Have federal funds been used in the project boundary?  
☐ Yes ☐ No
  - c. As applicable, indicate the source of the federal allocation(s).
  - d. Have FDOT funds been used in the project boundary?  
☐ Yes ☐ No
  - e. As applicable, indicate FDOT financial management number(s).
5. Indicate the **proposed** method of performing and administering this project:
  - ☐ Project to be locally administered (non-FDOT administered).
  - ☒ Project to be administered by FDOT.

**Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program**  
**Request for Funding**



A responsible estimate of the project costs is required prior to adoption in the Department's Five-Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Fill out summary of proposed timeline and funding needs, then complete the SUN Trail Cost Estimate (Excel) and upload it to GAP.

**PART V – PROJECT COSTS**

**1. Funding Phase(s) requested:**

- ☒ Feasibility Study (FS) – FDOT Work Program Fund Code: 1x
- ☒ Project Development & Environment Study (PDE) – FDOT Work Program Fund Code: 2x
- ☒ Preliminary Engineering/Design (PE) – FDOT Work Program Fund Code: 3x
- ☐ Acquisition of Right-of-Way (ROW) – FDOT Work Program Fund Code: 4x
- ☐ Construction (CON) – FDOT Work Program Fund Code: 5x
- ☐ Construction Engineering & Inspection Activities (CEI) – FDOT Work Program Fund Code: 6x

**2. Summary of proposed timeline and funding needs:**

PHASE	PROPOSED YEAR(S)	AMOUNT(S) REQUESTED	MATCHING FUNDS	TOTAL PROJECT COSTS	SOURCE(S) OF OTHER FUNDS
FS	2030	461000		461000	
PDE	2030	692000		692000	
PE	2030	2300000		2300000	
ROW					
CON					
CEI					
<b>TOTAL</b>		<b>\$ 3,453,000.00</b>	<b>\$ 0.00</b>	<b>\$ 3,453,000.00</b>	<b>\$ 0.00</b>

**3. Upload the SUN Trail Cost Estimate to GAP.**

For more information refer to the Request for Funding Guidance.

Projects are not required to meet all of the following selection criteria. A numerical ranking will not be calculated, projects with the greatest strengths will advance more quickly.

## PART VI – SELECTION CRITERIA

1. Does the project enhance the safety of bicyclists, pedestrians, and motorists?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☒ Project includes a safety element.

☐ The location of the project is within a hazardous biking/walking zone or in an area with significant numbers of safety concerns.

☐ Project implements a bicycle and pedestrian safety action plan. Give the name of the plan and date of adoption.

☒ Other (list)

Taylor County Master Plan for Mobility, Recreation, and Connectivity

Briefly describe how the project enhances the safety of bicyclists, pedestrians and motorists. (1000-character limit):

The Feasibility Study, PD&E, and PE will ensure for multimodal safety by examining existing conditions and data-driven information and planning will provide for optimal approach to provide for a safe trail system. The County coastline has "active" communities where many local citizens and visitors to the area enjoy walking and bicycling, however these areas have a great deal of recreational boating traffic. The proposed trail will be a data-driven investment to provide a safe, off-road route of transportation and complies with and enhances the

2. Is the project recognized as having regional, state, or national importance?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☒ Project is a part of a Regional Trail System prioritized by the Florida Greenways and Trails Council.

The project is a designated OGT priority as part of the Florida National Scenic Trail as well as provides connection

☒ Project is a part of a National Recreational Trail, East Coast Greenway or a trail that has other national importance.

The project is located on the proposed reroute of the Florida National Scenic Trail as approved as a Priority

☐ Project implements an adopted regional bicycle, pedestrian, or trail master plan. Give the name of the regional plan(s).

☒ Other (list)

Taylor County Master Plan for Mobility, Recreation, and Connectivity adopted June 10, 2019 and

Briefly describe how the project is recognized as having regional, state, or national importance (1000-character limit):

The project provides connection to the SUN Trail and is a Florida Office of Greenways and Trails priority corridor for the Florida National Scenic Trail. The Coastal Trail provides connection to numerous non-paved trails within SRWMD and Big Bend Wildlife Management District public lands. In addition to connection to existing pedestrian and bicycle trails, the Coastal Trail provides direct connection to the State designated

**Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program**  
**Request for Funding**



3. Is there a non-SUN Trail financial contribution (match dollars) committed to this specific project being proposed for SUN Trail funding (select the most appropriate response)?
- ☐ Funds are leveraged by multiple public/private sources of investments dedicated to this specific project segment (e.g. federal, state, local, non-profit, private landowner contributions). If yes, what is the total percentage of match?

What are the sources?

- ☐ Funds are leveraged by at least one more public/private source of investment dedicated to this specific project segment. If yes, what is the total percentage of match?

What is the source?

- ☒ Funds are not leveraged by public/private sources of investments dedicated to this specific trail segment (matching funds are not available for this project).

4. Does the project blend transportation modes by completing, improving, or enhancing existing facilities?  
☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☐ Project implements Complete Streets goals and initiatives.  
☐ Project implements Safe Routes to Schools goals and initiatives.  
☐ Project provides a direct connection to regional transit systems (e.g. rail stations, express or local bus routes).  
☐ Project is in a designated multi-modal district.  
☒ Project has the potential to reduce vehicular congestion.  
☐ Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university:

- ☐ Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community:

- ☒ Other (list)

Taylor County Master Plan for Mobility, Recreation, and Connectivity and the Steinhatchee 2008 V

Briefly describe how the project blends transportation modes (1000-character limit):

The proposed project will safely and effectively blend transportation modes with an "off-road" trail system in an area with a great deal of recreational boating traffic. In addition to vehicular modes of transportation, the Coastal Trail will provide connection to State designated paddling trails.



# Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

## Request for Funding

SUNTRAIL



5. If proposing construction funding, select the most appropriate response:

- ☐ Project is ready for immediate construction and all pre-construction phases are complete.
- ☐ Project is capable of near-term development; the design is nearly complete and permitting is underway.
- ☐ The Project Development and Environment Study (PDE) is complete/nearly complete.
- ☒ None of the above statements are true.

6. Does the project have documented public support?

☒ Yes ☐ No

If yes, select from the following and briefly explain how the project meets the selection criteria.

- ☐ The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Give the resolution number, adopted date and participating parties.
- ☐ Demonstration of public support is consistent across multiple entities representing the greater community rather than a select few interest groups. Briefly explain. (100-character limit):  
Letters of support from the Steinhatchee Chamber of Commerce and Taylor County Tourism Development.
- ☐ Recent community surveys indicate both need and support for the project. Briefly explain. (100-character limit):

☒ An advertised public meeting for discussing the project occurred. Give the date and type of meeting.

The project was discussed at public Board meetings on 11/28/23 and at a public hearing on 12/04/23.

☒ Other (list)

Letters of support and the Board approved Master Plan for Mobility, Recreation, and Connectivity.

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☒ The project connects to or through federal, state, or local conservation/recreation areas. List public lands.

Tennille Trailhead and Steinhatchee Falls-Suwannee River Water Management District, Big Bend Wildlife M

☒ The project connects people to jobs, businesses, or civic resources.

☐ The project is along or connects to a Florida Scenic Highway. List the Scenic Highway(s).

☐ The project is within a Florida Trail Town as designated by the Florida Department of Environmental Protection.

☐ The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations, or private sector partners are directly supporting the project.

☒ The project is within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area.

Taylor County

☒ The project is within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. List the RAO Area.

Taylor County

☒ Other (list)

Steinhatchee is a designated Waterfront Florida Partnership Community. The County has discuss

**Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program**  
**Request for Funding**



8. Does the project enhance or preserve environmental resources?  
☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☐ The project's environmental impact assessment or statement did not identify specific issues.
- ☐ The project's environmental approval and permitting process is complete.
- ☐ The project restores or mitigates impacts of environmental degradation.
- ☐ The project incorporates water quality or drainage improvements.
- ☐ The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.
- ☐ The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages and maximizes the use of previously disturbed lands. This project is within a FEGN Priority Linkages 1 – 3 and is compatible with lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.).

Briefly describe how the project enhances or preserves environmental resources.  
(1000-character limit):

The Coastal Trail Feasibility Study and PD&E will ensure the project enhances, protects, and preserves environmental resources. The County will work in partnership with FDOT and environmental agencies to mitigate and minimize any potential environmental impacts.

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail network?  
☒ Yes ☐ No

If yes, how many miles of connected trail, open to the public will be available once this specific project is complete?

The Coastal Trail will have direct connection to the SUN Trail at Tennille. Though it does not directly close a gap in the

List the trail names:

Taylor County Coastal Trail, Keaton Coastal Trail, Big Bend Wildlife Management Area Trails (Dallus Creek-Hagens)

10. The project includes cost-saving elements.  
☒ Yes ☐ No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (e.g. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number.  
(1000-character limit):

The Coastal Trail will enhance the SUN Trail Network system and provide a minimum of an additional 25.6 miles of trails. The project will also connect to the existing Keaton Coastal Trail which was constructed with FDOT Transportation Alternatives Program funds. All ROW needed for the project is in public ownership.

## PART VII – CERTIFICATION OF PROJECT PRIORITIZATION

1. For projects within a MPO boundary, complete the following information. If the project is outside of a MPO boundary, continue to Part VII, question #2.

Name of Applicable MPO/TPO:

MPO/TPO Contact:

MPO Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

---

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with MPO/TPO plans and documents; (2) it is an eligible priority of the MPO/TPO, (3) the MPO/TPO supports the project; and (4) you possess authorization to sign the certification of project prioritization.

**Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program**  
**Request for Funding**



2. For projects outside of a MPO boundary, complete the following information:

County Name:

Taylor

Contact Name:

Jamie English

Contact Address:

201 E. Green Street

Municipality, State and Zip:

Perry, Florida 32347

Contact Email:

jenglish@taylorcountygov.com

Contact Telephone Number:

850-838-3500

Signature:

A handwritten signature in black ink, appearing to read "Jamie English", is written over a horizontal line.

Print Name:

Jamie English

Title:

Chairman

Date:

December 19, 2023

Your signature confirms the requested project is (1) consistent with applicable county, municipality, comprehensive plan(s) and/or the long-term management plan(s) and documents; (2) it is an eligible priority of the County (tribal government, federal or state managing agency); (3) the applicable entity supports the project; and (4) you possess authorization to sign the certification of project prioritization.



SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity. **Submit the Certification of Willing Manager(s) for all proposed trail segments.**

## PART VIII – CERTIFICATION OF WILLING MANAGER(S)

**Name of Project:**

Taylor County Coastal Trail

**FROM:**

Name of Managing Entity:

Taylor County Board of County Commissioners

Name of Contact and Job Title:

**Jamie English, Chairman**

Address:

201 E. Green Street

Municipality, State, and Zip Code:

Perry, Florida 32347

Contact Email:

jenglish@taylorcountygov.com

Contact Telephone Number:

850-838-3500

Signature: 

Print Name:

Jamie English

Title:

Chairman

Date:

December 19, 2023

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this "Request for Funding" is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.

# Taylor County Coastal Trail



# Shared-Use Nonmotorized (SUN) Trail Network Statewide Map



## LEGEND

- SUN Trail Network
- Existing Trail
- Strategic Intermodal System (SIS) Facilities
- Water

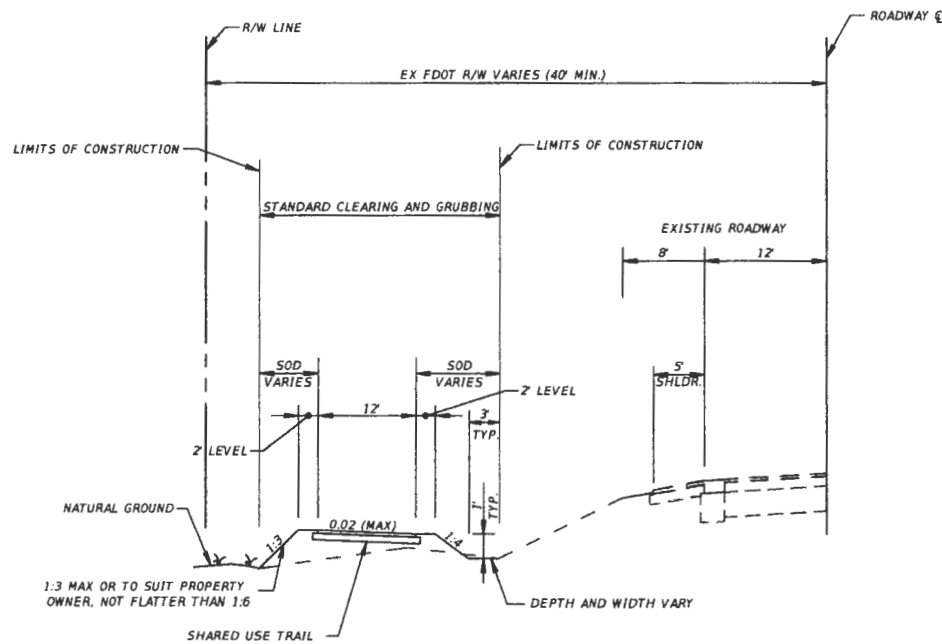
## NOTES

**No Warranties:** This map and its content is made available by the Florida Department of Transportation (FDOT) on an "as is", "as available" basis without warranties of any kind, expressed or implied. This product is for reference purposes only and is not to be construed as a legal document or survey instrument. Information is subject to change.

**Disclaimer of Liability:** The user of this map and data assumes all responsibility and risk for the use of both. Under no circumstances, including negligence, shall the FDOT or its employees be liable for any direct, indirect, incidental, special, exemplary or consequential damages, or lost profits that result from the use, misuse or inability to use the map and data. Additional trail information may be obtained by contacting your local government.

*Document Path: S:\ProjRecurring\SunTrails\GIS\Mapping\Statewide\2022\SUNTrail\_StatewideMap\_2022-02-01.pdf*





TYPICAL SECTION  
SR 51

TRAIL MILE 17.38 TO TRAIL MILE 25.62

SHARED USE NON-MOTORIZED TRAIL

TRAIL MILE 17.38 TO TRAIL MILE 25.62  
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2")  
OPTIONAL BASE GROUP 6, 8" LIMEROCK BASE COURSE

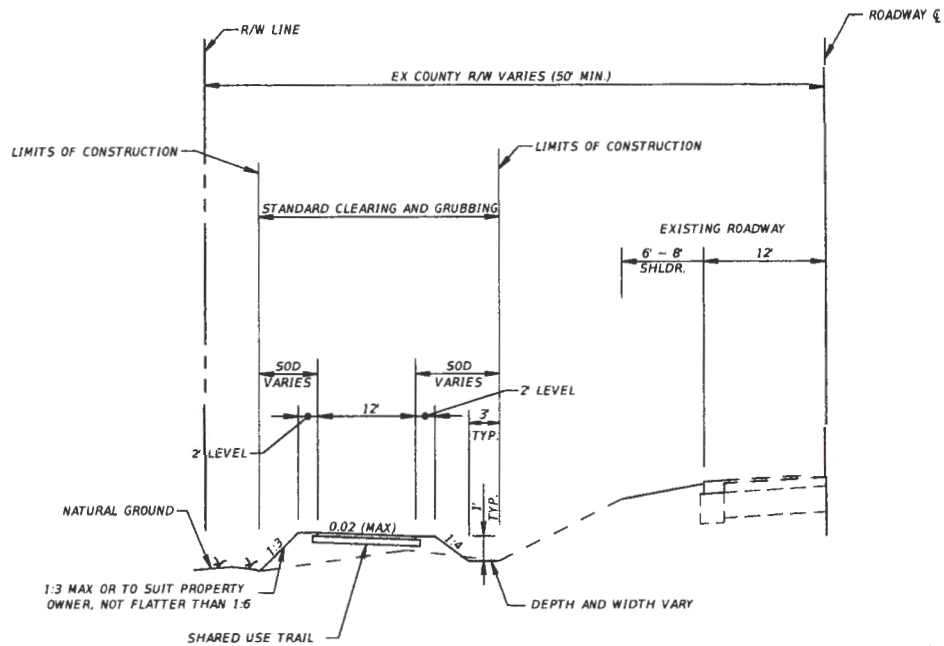
REVISIONS				KENNETH DUDLEY, P.E. P.E. LICENSE NUMBER 58014 TAYLOR COUNTY BOCC 201 EAST GREEN ST PERRY, FL 32347	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>RURAL UNDIVIDED</b>	SHEET NO. ----
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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TYPICAL SECTION  
CR 361 AND 1ST AVE S

TRAIL MILE 0.00 TO TRAIL MILE 17.38

SHARED USE NON-MOTORIZED TRAIL

TRAIL MILE 0.00 TRAIL MILE 15.75  
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2")  
OPTIONAL BASE GROUP 6, 8" LIMEROCK BASE COURSE

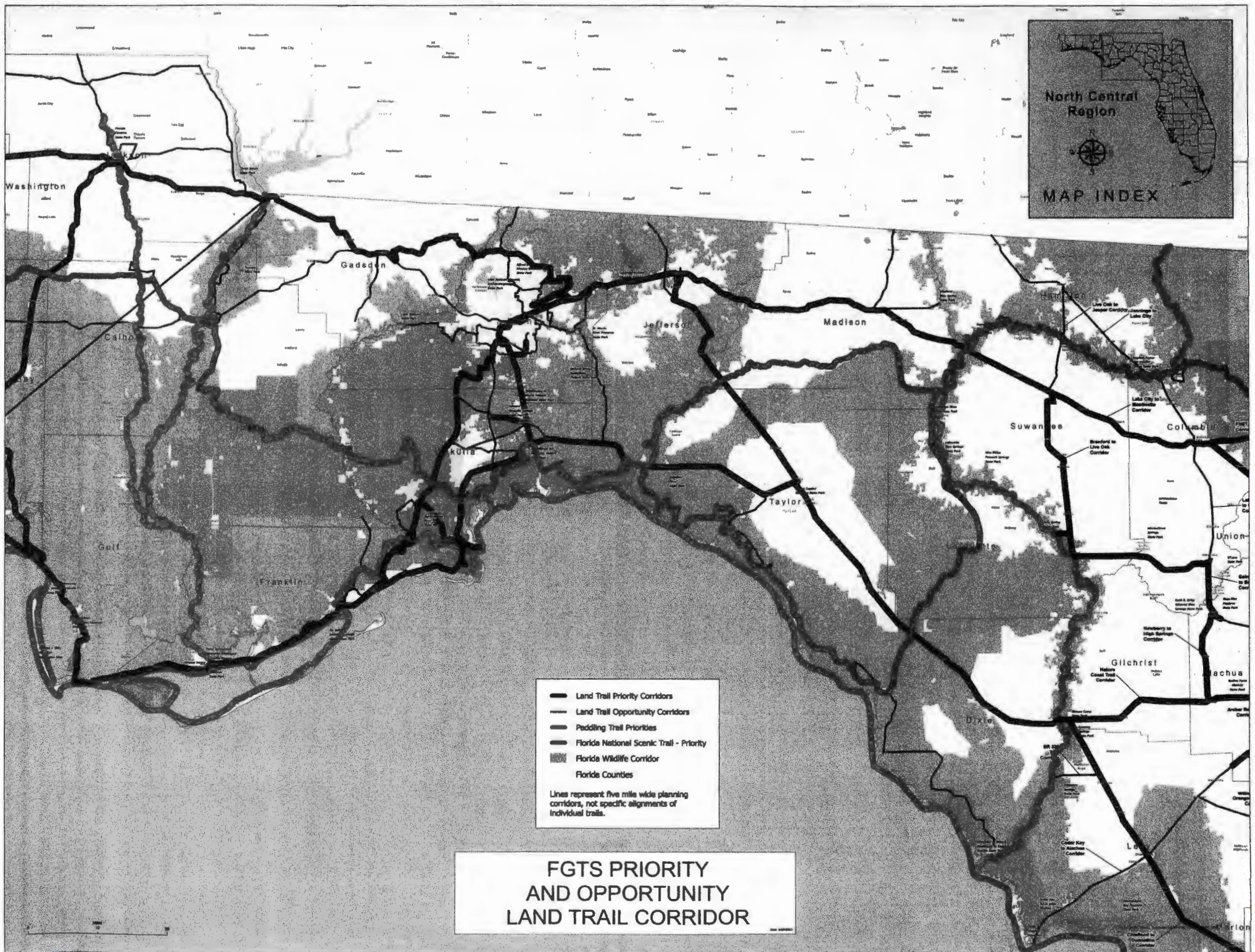
TRAIL MILE 15.75 TO TRAIL MILE 17.38  
CONCRETE SIDEWALK, 6" W/ WWF

NOTE: REMOVE EXISTING 5" CONCRETE SIDEWALK  
TRAIL MILE 15.75 TO TRAIL MILE 17.38

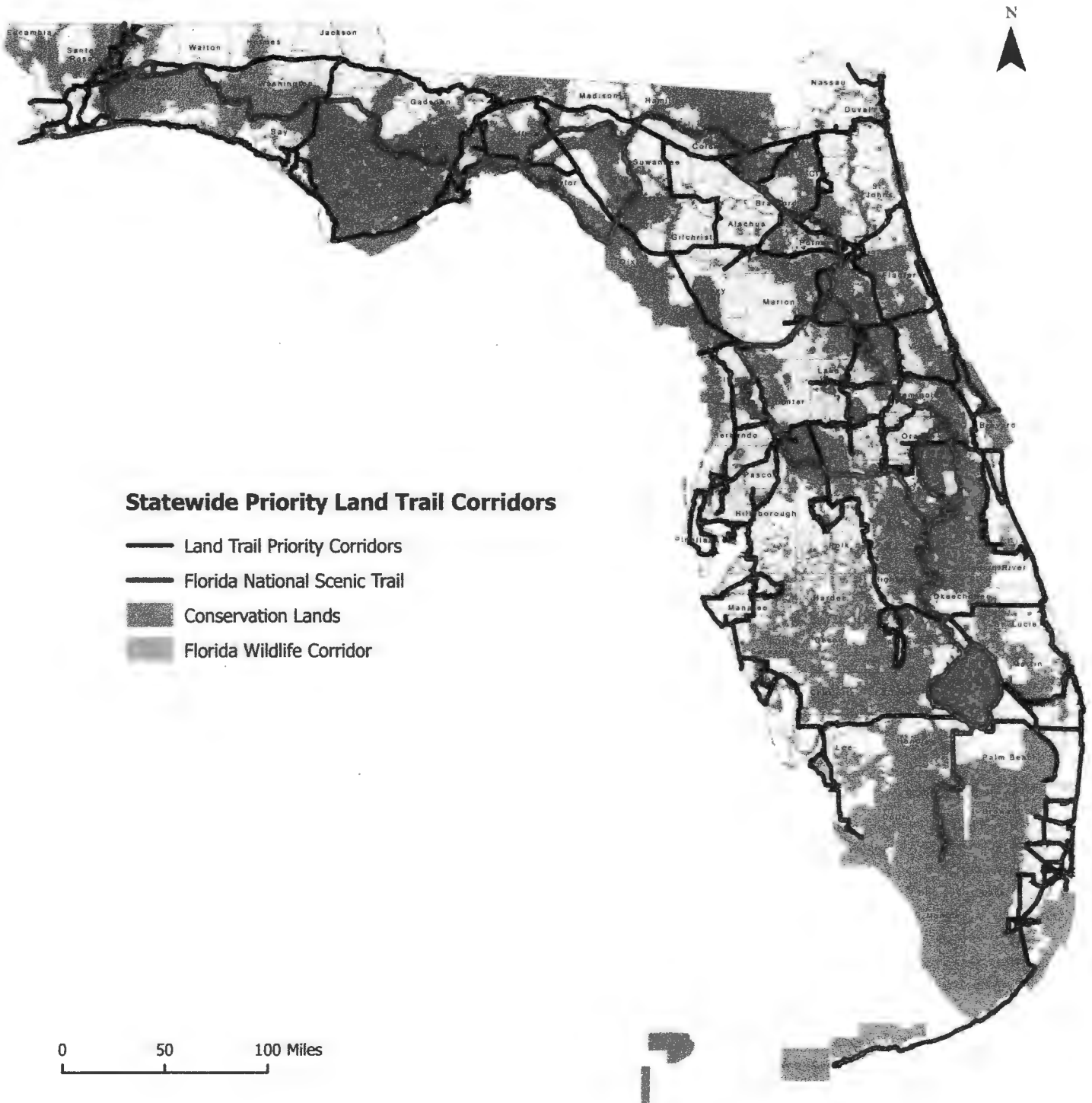
REVISIONS				KENNETH DUDLEY, P.E. P.E. LICENSE NUMBER 58014 TAYLOR COUNTY BOCC 201 EAST GREEN ST PERRY, FL 32347	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>RURAL UNDIVIDED</b>	SHEET NO. ----
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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**Date:**



# **TAYLOR COUNTY**

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## **COMPREHENSIVE PLAN**

### *Adopted*

June 19, 1990 by Ordinance No. 90-4

### *Amended*

November 4, 1991 by Ordinance No. 91-9

September 21, 1999 by Ordinance No. 99-9

January 21, 2003 by Ordinance No. 03-2

November 7, 2005 by Ordinance No. 05-13

June 4, 2007 by Ordinance Nos. 07-04, 07-05, 07-06 & 07-07

December 18, 2007 by Ordinance No. 07-14

July 22, 2008 by Ordinance No. 08-08

March 2, 2009 by Ordinance No. 09-01

June 22, 2010 by Ordinance No. 10-04

June 6, 2011 by Ordinance Nos. 11-08 & 11-09

December 13, 2011 by Ordinance No. 11-15

November 19, 2013 by Ordinance No. 13-05

December 7, 2020 by Ordinance No. 20-06

## **FUTURE LAND USE ELEMENT**

### **INTRODUCTION**

This Future Land Use Element and Future Land Use Plan map and map series designates the future general distribution, location and extent of the uses of land within the unincorporated areas of the County. The purpose of this Future Land Use Element is to provide for the appropriate distribution of population densities and building and structural densities and intensities. The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies provide for distribution of future land use, as well as guidance for such future land uses. The focal point around which this Future Land Use Element is centered is the relationship between urban development areas and rural areas of the County, and the uses and intensity of such uses for each area. As the unincorporated areas of the County are primarily rural in character and use, there is an opportunity to provide appropriate direction for the future location and concentration of urban uses. The concentration of urban uses within the urban development areas of the County should enable both the public and private sectors to feasibly plan for the logical provision of needed public facilities and services to serve the residents of the County.

# TAYLOR COUNTY VISION 2060 PLAN

## Vision Statement

By the year 2060, citizens of Taylor County should be able to describe their county and communities in these terms:

Taylor County is a harmonious community which has been able to maintain its rural and small town character and quality of life. Taylor County is a community committed to community-wide excellence in its educational, medical, employment and recreational opportunities. We pride ourselves in our respect for our tradition and heritage and we are excited about our future.

We have been able to manage our growth and protect our natural resources environment and small town atmosphere. Through growth management and ongoing planning, Taylor County has become a county of opportunity. We have well planned and fully served residential villages with protected open spaces which reflect our rural heritage. Our living places and work places are connected by well designed, functional transportation corridors. Our air is clear and our water is pure. Our historic heritage as the "Tree Capital of the South" has been preserved through careful and thoughtful planning.

## Vision 2060 Plan

The Vision 2060 Plan is not a regulatory document. It is an incentive-based approach that provides guidance to the community over a 50-year outlook. It is a tool that can be used as a "roadmap" for future land use decisions. No existing land use rights are changed or modified by adoption of the Vision 2060 Plan.

The typical standards described in the Hierarchy of Place are intended to explain the anticipated characteristics of each community type. They are not intended to be regulatory

requirements, but may provide guidance for future updates to the Comprehensive Plan and/or Land Development Code.

Adoption of the Vision 2060 Plan by the Taylor County Board of County Commissioners does not automatically grant the increased land use rights described in the Taylor County Vision 2060. Specific Elements of the Comprehensive Plan may be amended at appropriate times to facilitate implementation of the Vision 2060 Plan. Land owners will have the option to apply for the development rights described in the Taylor County Vision 2060 through Comprehensive Plan Amendments. The current land use designations, or the current vested land use, remain in place until specific Comprehensive Plan Amendments are approved by the Taylor County Board of County Commissioners.

While the Vision 2060 Plan will serve as a guide to the County as it considers amendments to its Comprehensive Plan, it is recognized that future amendments to the Plan must be consistent with the requirements of Chapter 163, Part II, Florida Statutes.



## **FUTURE LAND USE GOAL, OBJECTIVES AND POLICIES**

**GOAL 1 - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE IN THE COUNTY, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS OR POTENTIAL TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.**

### **OBJECTIVES AND POLICIES**

#### **FOR MIXED USE URBAN DEVELOPMENT AREAS**

Urban development areas are those areas shown on the County's Future Land Use Plan Map.

These areas are not urban services areas for public facilities, but are areas to which higher density agricultural, residential (single family, multi-family, and mobile homes) and commercial and industrial uses are to be directed so that at such time as public facilities may be provided, they can be done so in an efficient and economical manner.

**OBJECTIVE 1.1**      The County shall continue to direct future population growth and associated urban development to urban development areas through the establishment of such urban development areas within this Comprehensive Plan.

**Policy 1.1.1**        The County shall limit the location of higher density residential and high intensity commercial and industrial uses to arterial or collector roads identified on the County Future Traffic Circulation Map where public or

private facilities are available or are an integral part of a development proposal to support such higher density or intensity

Policy I.1.1.b The County shall seek an interlocal agreement with the City which would provide for expansion of the City's water and sewer systems into the County's Urban Development Area, as economically feasible. Particular emphasis shall be placed on the provision of sewer services to a proposed industrial park at the Perry-Foley airport. In the absence of such an agreement, the County shall review proposed water and sewer system extensions by the City on a case by case basis, including, for example, review of right-of-way needs.

Policy I.1.2 The County's land development regulations shall be based on and be consistent with the following standards for residential densities:

A. No public water or sewer system is required.

Residential low density of less than or equal to 2.0 dwelling units per acre;

B. Either a public water or sewer system is required.

Residential medium density of greater than 2.0 dwelling units per acre, but less than or equal to 4.0 dwelling units per acre;

C. Both public water and sewer systems are required.

Residential medium-high density of greater than 4.0 dwelling units per acre, but less than or equal to 8.0 dwelling units per

acre; and

- D. Both public water and sewer systems are required.

Residential high density of greater than 8.0 dwelling units per acre, but less than or equal to 20.0 dwelling units per acre.

Within the Steinhatchee Area, residential density within those areas served by both public water and sewer systems shall not exceed 12 dwelling units per acre. In addition, the building height within the Steinhatchee Area shall not exceed 32 feet.

The Steinhatchee Area is described, as follows: Commence at the point of intersection of the North boundary line of McCain Tower Road and the West boundary line of State Road 51, located in Section 18, Township 9 South, Range 10 East, Taylor County, Florida; thence run East to the West boundary line of the Steinhatchee River for a Point of Beginning; thence run West to the point of intersection of the West boundary line of State Road 51 and the North boundary line of McCain Tower Road; continue West along said North boundary line of McCain Tower Road through Section 18, Township 9 South, Range 10 East and Sections 13, 14 and 15, Township 9 South, Range 9 East to the intersection of County Road 361 (Beach Road); continue West across County Road 361 and through Sections 15 and 16, Township 9 South, Range 9 East to the half section line of Section 16, Township 9 South, Range 9 East; thence run South through Sections 16 and 21, Township 9 South, Range 9 East to the Gulf of Mexico; thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly

boundary of the Steinhatchee River back to the Point of Beginning.

Policy I.1.3           The County shall base the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan Map upon acreage necessary to allow the operation of real estate markets to provide adequate choices.

Policy I.1.4           The County shall prior to action on a site and development plan, provide specific standards which may include, but may not be limited to, screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development to minimize the impact of proposed development adjacent to agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas).

Policy I.1.5           The County shall regulate future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within areas which are or will be served by public facilities and services to established Level of Service Standards.

Policy I.1.6           The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as Urban Development Areas to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of residential neighborhoods.

Policy I.1.7           The County shall examine the Perry-Foley Airport industrial sites and



prepare a special study area plan for industrial, commercial, airport and aviation related uses. The Comprehensive Plan shall be amended accordingly when such plan is adopted by the County.

Policy I.1.8 If property has been determined by the State of Florida, through final agency action, to be sovereign lands, density may not be transferred from those sovereign submerged lands for the purpose of private development.

Policy I.1.9 The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South 35°31'34" West 159.17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-

Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.10

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00°11'52" East 507.97 feet to; thence North 86°58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South 55°22'10" West 34.59 feet; thence South 83°03'46" West 61.89 feet; thence South 83°50'25" West 45.97 feet; thence South 77°24'31" West 42.44 feet; thence South 66°54'55" West 41.14 feet; thence South 77°30'32" West 33.85 feet; thence South 80°52'31" West 45.56 feet; thence South 81°13'59" West 46.72 feet; thence South 89°39'57" West 45.29 feet; thence North 81°48'08" West 46.49 feet; thence North 82°59'11" West 41.95 feet; thence South 89°51'31" West 46.02 feet; thence North 89°44'44" West 47.05 feet; thence North 86°57'15" West 46.20 feet; thence North 78°04'33" West 45.33 feet; thence North 76°03'50" West 48.77 feet; thence North 79°53'20" West 49.28 feet; thence North 80°10'19" West 46.96 feet; thence North 71°40'13" West 65.98 feet; thence North 49°41'01" West 20.17 feet; thence North 62°03'06" West 31.01 feet; thence North 60°25'44" West 44.40 feet; thence North 64°37'16" West 42.58 feet; thence North 43°46'38" West 21.62 feet; thence North 61°37'45" West 46.11 feet; thence North 60°14'39" West 35.34 feet; thence North 44°11'09" West 42.52 feet; thence North 41°31'21" West 52.89 feet; thence North

32°06'55" West 42.01 feet; thence North 22°39'31" West 27.85 feet; thence North 14°14'42" East 74.89 feet to the waters edge of a canal; thence, along said waters edge through the following chord bearings and distances, South 74°51'34" East 79.03 feet; thence South 50°25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51°28'37" East 53.27 feet; thence South 61°50'24" East 63.57 feet; thence South 74°18'03" East 88.48 feet; thence South 75°29'30" East 100.37 feet; thence South 71°12'45" East 106.52 feet; thence South 70°11'56" East 86.61 feet; thence South 73°41'55" East 78.15 feet; thence South 76°55'52" East, 59.27 feet; thence North 88°31'05" East 76.85 feet; thence North 81°21'19" East 88.21 feet; thence North 72°50'53" East 210.68 feet; thence leaving said water, South 00°00'00" East 87.34 feet to the Point of Beginning, changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

#### Policy I.1.11

The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South

35°31'34" West 159.17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

#### Policy I.1.12

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00°11'52" East 507.97 feet to; thence North 86°58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South



55o22'10" West 34.59 feet; thence South 83o03'46" West 61.89 feet; thence South 83o50'25" West 45.97 feet; thence South 77o24'31" West 42.44 feet; thence South 66o54'55" West 41.14 feet; thence South 77o30'32" West 33.85 feet; thence South 80o52'31" West 45.56 feet; thence South 81o13'59" West 46.72 feet; thence South 89o39'57" West 45.29 feet; thence North 81o48'08" West 46.49 feet; thence North 82o59'11" West 41.95 feet; thence South 89o51'31" West 46.02 feet; thence North 89o44'44" West 47.05 feet; thence North 86o57'15" West 46.20 feet; thence North 78o04'33" West 45.33 feet; thence North 76o03'50" West 48.77 feet; thence North 79o53'20" West 49.28 feet; thence North 80o10'19" West 46.96 feet; thence North 71o40'13" West 65.98 feet; thence North 49o41'01" West 20.17 feet; thence North 62o03'06" West 31.01 feet; thence North 60o25'44" West 44.40 feet; thence North 64o37'16" West 42.58 feet; thence North 43o46'38" West 21.62 feet; thence North 61o37'45" West 46.11 feet; thence North 60o14'39" West 35.34 feet; thence North 44o11'09" West 42.52 feet; thence North 41o31'21" West 52.89 feet; thence North 32o06'55" West 42.01 feet; thence North 22o39'31" West 27.85 feet; thence North 14o14'42" East 74.89 feet to the waters edge of a canal; thence, along said waters edge through the following chord bearings and distances, South 74o51'34" East 79.03 feet; thence South 50o25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51o28'37" East 53.27 feet; thence South 61o50'24" East 63.57 feet; thence South 74o18'03" East 88.48 feet; thence South 75o29'30" East 100.37 feet; thence South 71o12'45" East 106.52 feet; thence South 70o11'56" East 86.61 feet; thence South 73o41'55" East 78.15 feet; thence South 76o55'52" East, 59.27 feet; thence North 88o31'05" East 76.85 feet; thence North 81o21'19" East 88.21 feet; thence North 72o50'53" East 210.68 feet; thence leaving said water, South 00o00'00" East 87.34 feet to the Point of Beginning,

changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

## **OBJECTIVES AND POLICIES**

### **FOR RURAL AREAS**

Rural areas are those areas located outside the designated urban development areas shown on the County's Future Land Use Plan Map.

**OBJECTIVE 1.2**      The County shall continue to maintain the rural character of rural areas by limiting development activity to those uses whose intensities are characteristic of and compatible with rural areas.

**Policy 1.2.1**        The County shall permit agricultural, silvicultural, conservation, recreation and public uses, as well as residential uses which are consistent with the character of rural areas and the land use definitions described in the Future Land Use element of this Comprehensive Plan.

**Policy 1.2.2**        The County shall permit commercial and industrial uses which are compatible and consistent with the character of rural areas and the land use definitions described in the Future Land Use element of this Comprehensive Plan.

**Policy 1.2.3**        The County, as part of the site plan review process for public facilities, shall establish provisions whereby these public facilities shall be so

located as to discourage the proliferation of urban sprawl.

**Policy 1.2.4**           The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as agricultural to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of the surrounding population.

**Policy 1.2.5**   The County shall prohibit the use of any land within the unincorporated area of the County for a military missile testing/bombing range. Such use is incompatible with the County's vision of the future. Military testing/bombing ranges shall not be allowed as a permitted use in any land use category.

## **OBJECTIVES AND POLICIES**

### **FOR BOTH URBAN DEVELOPMENT AREAS AND RURAL AREAS**

**OBJECTIVE 1.3**       The County shall continue to maintain land development regulations to implement the Comprehensive Plan.

**Policy 1.3.1**           The County's land development regulations shall continue to contain specific and detailed provisions to manage future growth and development to implement the Comprehensive Plan which shall contain at a minimum the following provisions to:

(a)   Regulate the subdivision of land;

- (b) Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses and provide for open space;
- (c) Protect environmentally sensitive lands identified within the Conservation Element;
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- (e) Protect potable water wellfields and aquifer recharge areas;
- (f) Regulate signage;
- (g) Ensure safe and convenient onsite traffic flow and vehicle parking space; and
- (h) Provide that development orders and permits shall not be issued which result in a reduction of the level of service standards adopted in this Comprehensive Plan.

#### Policy I.3.2

The County shall maintain the rural character of rural areas by limiting development activity to those areas whose intensities are characteristic of and compatible with rural areas. Land use definitions specifying densities and intensities of residential and nonresidential uses in rural and urban development areas will be specified by policy and are as follows:

#### Agriculture 1



Areas now used and appropriate for continued use primarily in very large-scale agricultural activities, primarily timber-producing lands. Agricultural uses may include, but are not limited to, crop production, pasture lands, silviculture, orchards and groves and forestry. Dwellings and associated accessory farm buildings are allowable. New residential development is allowable, not to exceed one unit per twenty acres; however, transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitations, provided that all other applicable requirements are met during development. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property (minimum lot size one (1) acre), leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Public uses may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%.

## Agriculture 2

Areas now used and appropriate for continued use primarily in medium to large-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 10 acres, except the transfer of property to members of the principal owner's immediate family is

allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis.

In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

#### Agricultural/Rural Residential

Areas now used and appropriate for continued use primarily in small to medium-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 5 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis.

In order to preserve the working landscape, residential units could be

clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 60%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 40%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

#### Conservation

Area with extremely limited development potential due to environmental sensitivity, publicly owned natural reservations, or other lands identified for such protective treatment. Limited use for passive recreation is appropriate, only as may be consistent with protection of the area; existing silviculture is also allowable subject to Best Management Practices. Residential use may be allowable not to exceed one unit per 40 acres.

#### Mixed Use: Rural Residential

The rural residential classification is intended for rural areas which are undergoing transition from primarily agricultural to a mixed use and eventually will be predominantly residential; associated business activity

is also appropriate. Residential uses will account for approximately 75% of the total land use in these areas, while the remaining land use may consist of a mix of commercial, small-scale industrial and public uses. To ensure a compatible mix of uses, landscaped buffer areas will be required between residential and non-residential uses. The land development regulations will also have standards for building placement.

Density ranges up to 1 unit per 2 acres. The intensity, as measured by land coverage, shall not exceed 50 percent for all uses. In addition, public, charter, and private elementary and middle schools are permitted within the mixed use rural residential land use classification.

#### **Mixed Use: Urban Development Residential Medium-High Density**

This land use category is intended for a mix of residential and business uses generally adjacent to existing and urbanizing areas. It is designed to accommodate the needs of residents in the unincorporated area and the areas adjacent to incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher to medium density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density of 8 units per acre. Public uses are also permissible. The intensity of development, as measured by impervious surface ratio, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within this land use classification.

Mixed Use Medium-High Density is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;
- (d) Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as



houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;

All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

#### Mixed Use: Urban Development

This land use category is intended for a mix of residential and business uses generally adjacent to existing urbanized areas. It is designed to accommodate the needs of residents in the unincorporated area and the adjacent incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density as outlined in

the Future Land Use element of this Comprehensive Plan. Public uses are also permissible. The intensity of development, as measured by land coverage, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within the mixed use: urban development land use classification.

Mixed Use (Urban Development) is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The

## **VI**

### **RECREATION AND OPEN SPACE ELEMENT**

#### **INTRODUCTION**

Recreation is the pursuit of leisure time activities in an outdoor or indoor setting. The proper relationship in size, number, type and location of different park and recreation areas is the primary objective for achieving a well balance recreation system. The policies included within this plan element for resource based and user oriented recreational facilities are based upon the information contained within the County's Data and Analysis document.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies for resource based and activity based recreation facilities within the County establish guidelines for the proper relationship of size, number, type and location of the different park and recreation needs for the County. The level of service standards established within the policies provide guidelines for determining the acceptable quantities of recreational resources and facilities for the County's population.

Within these level of service standard policies, persons to be served is the population of the County or the actual population demand upon the facility, whichever is greater; access points are any public or privately owned access which is available to the public at large; and the resource and user based facilities which are not listed are considered to be exceeding an appropriate level of service for such activity based upon the limited demand for the activity within the County.

#### **GOAL, OBJECTIVES AND POLICIES**

**GOAL VI** - ENSURE THE PROVISION AND MAINTENANCE OF ADEQUATE RECREATION FACILITIES AND OPEN SPACE FOR CITIZENS AND VISITORS, AND ACCESS TO THESE FACILITIES FOR ALL PERSONS, REGARDLESS OF SPECIAL NEED OR CONDITION.

**OBJECTIVE VI.1**      The County shall continue to provide vehicular and pedestrian access to County owned activity and resource based recreation facilities, as appropriate.

**Policy VI.1.1**      The County shall maintain the number of access points to water oriented recreational resources for the County which will meet or exceed the level of service standards contained herein for resource based water related activities.

**OBJECTIVE VI.2**      The County shall continue to maintain accurate recreation activity/facility inventories so that accurate levels of service can be determined, based upon the total public and private recreation resources available to the County.

**Policy VI.2.1**      The County shall maintain cooperative policies with other units of government, the Florida Department of Environmental Protection, the Water Management District, the School Board and community organizations and local industry and private developments to meet recreation demands.

**OBJECTIVE VI.3**      The County shall continue to require new subdivisions or re-subdivisions which make major revisions to existing plats to allocate land for parks and recreation facilities, so that the County's adopted level of service standards for recreation facilities and open space are maintained.

**POLICY VI.3.1**      The County hereby establishes the following level of service standards for resource based recreation facilities.

**ACTIVITY**

**LEVEL OF SERVICE STANDARD**

Parks with Facilities                      5 Acres per 5,000 residents

The following criteria will be used as general park design guidelines

Swimming(non pool)	1 access point at a beach, spring, river, lake or pond for every 25,000 persons to be served.
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Fishing (non-boat)	1 access point for every 10,000 persons to be served.
Fishing (boat)	1 boat ramp for every 5,000 persons to be served.
Camping (Recreation Vehicle and/or Tent)	1 acre of campground within a 25 mile radius of the County boundaries for every 25,000 persons to be served.
Picnicking	1 picnic table for every 500 persons to be served.
Hiking	1 mile of available hiking trail within a 25 mile radius of the County boundaries for every 10,000 persons to be served.
Nature Study	7 acres of managed conservation area within 25 mile of the County boundaries for every 10,000 persons to be served.

**Policy VI.3.2**

The County hereby establishes the following level of service standards for user based recreation facilities.

**ACTIVITY**

**LEVEL OF SERVICE STANDARD**

Parks with Facilities                      5 Acres per 5,000 residents

The following criteria will be used as general park design guidelines

Football/Soccer	1 multi-purpose playing field for every 15,000 persons to be served.
Baseball/Softball	1 baseball/softball field for every 6,000 persons to be served.



OBJECTIVE II.8 Freight Movement Corridors (Roadways and railways) as shown on the Future Transportation Corridors map, shall be preserved to protect state, regional and local economic vitality.

Policy II.8.1 The through-traffic function of freight corridors shall be protected through access control, reduction of conflicts through minimization of crossings, special design considerations for heavy vehicles, and separation/buffering of incompatible land uses.

Policy II.8.2 Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Planned Unit Development site plan, the applicant shall conduct an assessment of freight movement through the planned development area to determine internal freight circulation routes, delivery and distribution locations, to ensure compatibility with surrounding uses. In Regional Employment Centers, the location of off-street loading docks for commercial, industrial and institutional buildings will be identified. In certain instances, facilities may be consolidated and centralized to serve multiple businesses/uses.

Policy II.8.3 The County shall encourage the designation of US 19 as a component of the Statewide Strategic Intermodal System as a reliever truck route to I-75. The County shall utilize the designation of US 19 as a freight movement corridor to help diversify Taylor County's economy.

~~Greenway Corridors~~ Greenway Corridors (bike ways, walk ways, and equestrian ways) shall be shown on the Future Transportation Corridors

Map to preserve recreational, ecotourism and mobility opportunities for residents and visitors of Taylor County.

The Greenways Corridors shown on the Future Transportation Corridors Map shall consider coastal access, access to schools from residential areas, access to parks and recreational connections to regional routes and connection of open spaces through a series of multi-modal trails and paths.

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Planned Unit Development site plan, the applicant shall conduct an analysis of greenways needs that addresses:

- Provision of bicycle and pedestrian facilities that connect origins and destinations within the community. Where appropriate, equestrian facilities shall also be considered.
- Provision of origins and destinations within short, walkable distances of one another.
- Provision of connections to the external bicycle network, including bicycle trip generators such as schools, parks, recreation and natural areas.

#### OBJECTIVE II.10

Blueways Corridors - The County shall capitalize on the Nature Coast resources by preserving and enhancing facilities identified as Blueways Facilities on the Future Transportation Corridors Map.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission – Consent Agenda Item**

**SUBJECT/TITLE:**



**Request to approve and sign the Taylor County Artificial Reef Construction Grant Agreement FWC No. 23053 and serve as Fiscal Agent (Reimbursement Grant).**

**Meeting Date:**

December 19, 2023

**Statement of Issue:** Approve and sign the Fish and Wildlife Conservation Commission (FWC) grant Agreement No. 23053 for the Taylor County Artificial Reef ENHANCEMENT (CONSTRUCTION), for the amount of \$120,000.00 for fiscal year 2023-2024 and serve as Fiscal Agent (Reimbursement Grant).

**Recommendation:** Approve and sign the FWC Grant Agreement.

**Fiscal Impact:** \$ 120,000

**Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** UF Taylor County Extension

**Contact:** Victor Blanco

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Several deployments of artificial reef materials have occurred off the Taylor County coastline (Buckeye reef and Steinhatchee reef). Artificial reefs increase fish habitat and populations, as well as the species diversity of important sportfish. Taylor County has been very supportive of artificial reefs due to the positive economic and environmental returns and construction is key to create more fish habitat to promote the use of our artificial reefs for fishing and diving. We are asking the Board to approve and sign the FWC Grant Agreement to perform a reef construction in Buckeye and serve as Fiscal Agent (Reimbursement Grant). Grant application for these funds were approved by the BOCC during the March 21, 2023, BOCC meeting. The grant agreement was reviewed by the County Attorney with no objections.

The Grant Agreement was sent back to FWC for review on section 29 after consideration on the BOCC meeting on 12/04, but suggested changes were denied as this is a State agreement template. The notification was sent to the County Attorney for review, and he suggested that the agreement might be signed by the board.

**Options:**

1. Approve and get the grant funds and improve Taylor County economy
2. Deny approval

**Attachments:**

1. Agreement + Attachments
2. \_\_\_\_\_

## RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement #23053

Federal Grant Information	
CFDA Title(s): Federal Aid in Sportfish Restoration	CFDA No(s): 15.605
Name of Federal Agency(s): U.S. Fish and Wildlife	
Federal Award No(s): FL-F-20AF11284-A2	Federal Award Year(s): 2023-2024
Federal Award Name(s): Marine Artificial Reef Planning, Development, Administration, and Assessment in Florida	
State Grant Information	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): FWC-23053	State Award Year(s): 2023-2024
State Award Name(s): Taylor County and Dixie County Artificial Reef Construction 2023-2024	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Taylor County Board of County Commissioners, FEID# 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

### INTRODUCTORY CLAUSES

**WHEREAS**, Commission and Recipient intend to partner together to construct three patch reefs consisting of at least 18 prefabricated concrete modules within the Buckeye Reef permitted area;

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

### TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

#### **Section 1. PROJECT DESCRIPTION.**

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The

Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

## **Section 2. PERFORMANCE.**

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

## **Section 3. AGREEMENT PERIOD.**

### **A. Agreement Period and Commission's Limited Obligation to Pay.**

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 09/30/2024.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1 003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

### **B. Extension.**

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.



## **Section 4. COMPENSATION AND PAYMENTS.**

### **A. Compensation.**

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$120,000.00.

### **B. Payments.**

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

### **C. Invoices.**

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

### **D. Match**

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

### **E. State Obligation to Pay.**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

### **F. Non-Competitive Procurement and Rate of Payment.**

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that

the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

### **G. Cost Reimbursement**

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
  - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices receipts and proof of payment processing (cancelled/processed checks and bank statements)
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail

#### **H. Time Limits for Payment of Invoices.**

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

#### **I. Electronic Funds Transfer.**

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division-aa/vendors>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

#### **J. Vendor Ombudsman.**

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

## **Section 5. RETURN OR RECOUPMENT OF FUNDS**

### **A. Unobligated Funds.**

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

### **B. Overpayments to Recipient.**

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

### **C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.**

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

## **Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

### **A. Commission Exempt from Taxes.**

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

### **B. Property Exempt from Lien.**

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

## **Section 7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts. Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

## **Section 8. TERMINATION.**

### **A. Commission Unilateral Termination.**

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

### **B. Termination – Fraud or Willful Misconduct.**

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

### **C. Termination – Funds Unavailability.**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

### **D. Termination – Other.**

The Commission may terminate this Contract if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is



being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Recipient shall not be entitled to recover any cancellation charges.

**E. Recipient Discontinuation of Activities upon Termination Notice.**

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

**Section 9. REMEDIES.**

**A. Financial Consequences.**

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

**B. Cumulative Remedies.**

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

## Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

### COMMISSION GRANT MANAGER CONTACT INFORMATION:

Carolyn Kalinowski  
Biological Scientist IV  
Florida Fish and Wildlife  
1875 Orange Ave East  
Tallahassee, FL 32311  
850-617-9619  
Carolyn.kalinowski@myfwc.com

### RECIPIENT GRANT MANAGER CONTACT INFORMATION:

Victor Blanco  
Marine and Natural Resources Extension Agent  
Sea Grant UF/IFAS Extension – Taylor County  
203 Forest Park Dr.  
Perry, FL 32348  
850-838-3508  
victorblancoman@ufl.edu

## Section 11. AMENDMENT.

### A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

### B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

### C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

## Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

### A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right

created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

#### **B. Purchase or Improvement of Real Property.**

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply:

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

#### **C. Non-Expendable Property.**

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable 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 non-expendable nature, with a value or cost of **\$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

**D. Equipment and Supplies**

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

**Section 13. RELATIONSHIP OF THE PARTIES.****A. Conflict of Interest.**

The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

**B. Recipient Training Qualifications.**

The Recipient agrees that all Recipient employees, subrecipients, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

**C. Commission Security.**

All employees, subrecipients, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

**D. Commission Rights to Assign or Transfer.**

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

**E. Commission Rights to Undertake or Award Supplemental Contracts.**

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

## **Section 14. SUBCONTRACTS.**

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply

### **A. Authority.**

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

### **B. Recipient Payments to Subcontractor or Subrecipient.**

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

### **C. Commission Right to Reject Subrecipient or Subcontractor Employees.**

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

### **D. Subcontractor and Subrecipient Conflict of Interest.**

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient, as applicable subrecipient or subcontractor, and the Commission.



## Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

### A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

### B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 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 be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists)
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

### C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management

Services pursuant to Section 287.134(3)(d), 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." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

#### **D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.**

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient's ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient's ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

#### **E. Certain Violations of Federal Criminal Law.**

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

### **Section 16. INSURANCE.**

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

#### **A. Reasonably Associated Insurance.**

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

#### **B. Workers Compensation.**

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum

employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

#### **C. General Liability Insurance.**

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

#### **D. Insurance Required for Performance.**

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

#### **E. Written Verification of Insurance.**

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

#### **F. Commission Not Responsible for Insurance Deductible.**

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

### **Section 17. SPONSORSHIP.**

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program 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 (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

## **Section 18. PUBLIC RECORDS.**

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following.
  - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
  - ii. Keep and maintain public records required by the Commission to perform the service.
  - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the 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.
  - iv. 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 records to the Commission.
  - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

## **Section 19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such

information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## **Section 20. SECURITY AND CONFIDENTIALITY.**

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

## **Section 21. RECORD KEEPING REQUIREMENTS.**

### **A. Recipient Responsibilities.**

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

### **B. State Access to Contractor Books, Documents, Papers, and Records.**

The Recipient shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Recipient'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.

### **C. Recipient Records Retention.**

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library/archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

### **D. Recipient Responsibility to Include Records Requirements – Subcontractors.**

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

### **E. Compliance with Federal Funding Accountability and Transparency.**

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful



spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## **Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

## **Section 23. FEDERAL COMPLIANCE.**

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

### **A. Clean Air Act and Water Pollution Control Act.**

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

### **B. Lacey Act, 16 U.S.C 3371-3378.**

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

### **C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.**

This Act governs marine fisheries in Federal waters.

### **D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.**

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport or carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

### **E. Endangered Species Act, 16 U.S.C. 1531, et seq.**

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

## **Section 24. FEDERAL FUNDS.**

This Agreement relies on federal funds, therefore, the following terms and conditions apply.

**A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.**

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

**B. Equal Employment Opportunity.**

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

**C. Davis-Bacon Act.**

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

**D. Copeland "Anti-Kickback Act".**

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

**E. Contract Work Hours and Safety Standards Act**

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

**F. Rights to Inventions**

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401

**G. Energy Efficiency.**

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

#### **H. Debarment and Suspension Recipient Federal Certification**

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

#### **I. Byrd Anti-Lobbying Amendment**

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

#### **J. Procurement of Recovered Materials**

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - b. Meeting Agreement performance requirements; or
  - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.

- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**K. Domestic Preference for Procurements**

- i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.
- ii. For purposes of this section:
  - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**L. Compliance with Office of Management and Budget Circulars.**

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

**M. Drug Free Workplace.**

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

**N. American Rescue Plan Act (ARPA) of 2021.**

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the ~~same~~ same financial registration process to the Commission prior to Agreement execution
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

**O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).**

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by § 70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems, utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

**Section 25. AGREEMENT-RELATED PROCUREMENT.**

**A. PRIDE.**

In accordance with Section 946.515(6), E.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises,



Inc (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

#### **B. Respect of Florida.**

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

#### **C. Procurement of Recycled Products or Materials.**

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

### **Section 26. INDEMNIFICATION.**

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, 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 Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

## **Section 27. NON-DISCRIMINATION.**

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## **Section 28. MEDIATION.**

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida.

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
  - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
  - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
  - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
  - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

## **Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

### **Section 30. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

### **Section 31. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

### **Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

### **Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

#### **A. Requirement to Use E-Verify.**

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

#### **B. E-Verify Online.**

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

#### **C. Enrollment in E-Verify.**

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

#### **D. E-Verify Recordkeeping.**

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **E. Employment Eligibility Verification & Compliance.**

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

### **Section 34. 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 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 subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable.

**THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

### **Section 35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.



### **Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.**

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

### **Section 37. MEDIA REQUESTS.**

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

### **Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS**

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating sUAS.

### **Section 39. ENTIRE AGREEMENT.**


This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below:

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Taylor County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
	
Recipient Signature	Executive Director (or Designee) Signature
Jamie English	
Print Name	Print Name
Chairperson	
Title	Title
12/19/2023	
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Federal Aid Compliance Requirements
- Attachment D, Cost Reimbursement Requirements
- Attachment E, Certification Regarding Disbarment/Suspension for Subcontractors
- Attachment F, Federal Funding Accountability and Transparency Act (FFATA) Reporting Form
- Attachment G, Certificate of Completion
- Attachment H, Subcontractor Minority Status Reporting Form

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	23053
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### 1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

#### A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 18 pre-fabricated concrete modules: 18 at least three feet tall creating three patch reef(s) within the Buckeye Reef permitted area. Each module will be placed at designated locations within the boundaries of the permitted area at a depth of 50 feet.

The artificial reef construction activity to be funded consists of the following elements:

#### MATERIALS

1. Artificial reef materials must consist of a total of at least 18 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All of the modules must be at least three feet tall with a base diameter of at least three feet and weigh at least one ton.
2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.
3. Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:
  - a. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
  - b. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
  - c. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).
  - d. Modules that are approved by the **COMMISSION** as being turtle friendly
4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.
5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
6. The **RECIPIENT** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

## Attachment A – SCOPE OF WORK

Project Name:	Taylor County and Dixie County Artificial Reef Construction 2023-24	FWC Agreement No.	23053
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7. For each barge load of artificial reef materials, the **RECIPIENT** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.
8. The **RECIPIENT** must develop for the purpose of tracking each module placement a system of unique module identifiers. For example, one such system could consist of unique alpha numeric lettering spray painted or otherwise obviously displayed on each unit. The purpose of this system is to allow for visual identification of these units underwater during initial post deployment module condition and orientation visual assessments.
9. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the **RECIPIENT** prior to reimbursement.
10. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule (if applicable) listed in the bid specifications provided by the **RECIPIENT** and approved by the **COMMISSION**.
11. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

### LOADING AND TRANSPORTATION

12. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
13. The **RECIPIENT's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: <http://www.myfive.com/artificialreefs>.

### DEPLOYMENT AND MATERIALS PLACEMENT

14. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, use dynamic positioning, or otherwise be held securely in place with minimal movement (+/-50 feet)

## Attachment A – SCOPE OF WORK

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to ensure accurate placement of the limestone boulder concrete structure patch reef on the bottom. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered.

15. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **RECIPIENT** observer on site.
16. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION'S** observer, the **RECIPIENT's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
17. At least 18 pre-fabricated reef modules under this Agreement strategically clustered into three groups of six modules each to create three patch reefs within the southwest quadrant of the Buckeye Reef permitted area at coordinates listed in Table 1. Pre-fabricated reef modules will be placed no more than 50 feet apart from each other.

**Table 1**

Patch Reef #	Latitude	Longitude	Depth (ft)
1	29° 38.601' N	83° 54.954' W	50
2	29° 38.313' N	83° 54.328' W	50
3	29° 38.314' N	83° 54.913' W	50

18. The minimum vertical clearance of 32 feet shall be maintained above the highest point of the reef material in the Buckeye Reef permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-1995-05915 (SP-LSL).
19. The **RECIPIENT** shall provide a bottom survey for **COMMISSION** review and approval at least 14 days prior to deployment. The bottom survey must be a visual site survey completed by certified SCUBA divers. The entire extent of the proposed patch reef area(s) must be surveyed during the dive(s). The **RECIPIENT** will submit a narrative of the survey methods, results and photo documentation of the bottom.



## Attachment A – SCOPE OF WORK

Project Name:	Taylor County and Dixie County Artificial Reef Construction 2023-24	FWC Agreement No. 23053
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20. The **RECIPIENT's** Contract Manager or **RECIPIENT's** designated official observer shall ensure that the reef is constructed within the permitted area. This can be done using marker buoys, or dynamic positioning, if the chosen subcontractor can provide such services. When using marker buoys, the marker(s) shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above.
21. The **RECIPIENT's** Project Manager or **RECIPIENT's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
22. Both the **RECIPIENT** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **RECIPIENT's** observer and the subcontractor when on site. The **RECIPIENT's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **RECIPIENT** shall be responsible for ensuring that all permit condition terms are complied with.
23. Both the **RECIPIENT** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **RECIPIENT** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

### ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

24. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	23053
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25. If the **RECIPIENT** chooses to conduct a pre- deployment and/or post-deployment SCUBA assessment at the deployment location(s) (post deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
- Methods:* name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
  - Conditions:* cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
  - Chronology:* dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
  - Coordinates:* Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
  - Physical observations:* Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
  - Footprint area:* Measure the approximate total area covered by each patch reef through standard in situ survey practices.
  - Biological observations:* Describe any fish observed, or other general biological observations.
  - Video and photographs:* Provide representative still and/or video footage of each deployment location (digital format preferred when available).

### LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

26. Upon initiation of the handling and movement of these artificial reef materials by the **RECIPIENT's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

### B. BACKGROUND

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C. defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	<b>23053</b>
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funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

### C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Florida's coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

### D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

- i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- iii. "Staging area" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.
- iv. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.
- v. "Base diameter" means the longest distance can be formed with a straight line between two edges or corners of a module that only passes through the interior of a module when viewed from above.

## 2. DELIVERABLES

## Attachment A – SCOPE OF WORK

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### A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at least 18 pre-fabricated concrete reef modules within the Buckeye Reef permitted area. Pre-fabricated modules will be placed in close proximity to each other to create three patch reef(s) within the boundaries of the permitted area.

#### i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 18 pre-fabricated concrete reef modules must be deployed in accordance with the specifications in this Agreement.

#### ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at <http://www.mytwc.com/artificialreefs>. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **RECIPIENT's** Project Manager or **RECIPIENT's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **RECIPIENT's** Project Manager or **RECIPIENT's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
2. A table providing coordinates for each deployed module is required and is to be attached to the Material Placement Report. Coordinates can be reported by the contracted vendor during deployment or by the **RECIPIENT** during post-deployment monitoring.
3. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment

## Attachment A – SCOPE OF WORK

Project Name:	Taylor County and Dixie County Artificial Reef Construction 2023-24	FWC Agreement No.	23053
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should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

### iii. Timeline for Completion

All artificial reef construction must be completed by September 1, 2024. A one-time short term time extension of up to twenty-nine (29) days (through the Agreement end date of September 30, 2024) may be authorized in writing by the **COMMISSION's** Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **RECIPIENT** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by September 1, 2024. Subcontracts with completion dates even earlier than September 1, 2024 to provide an additional buffer are strongly encouraged.

## 3. FINANCIAL CONSEQUENCES

- A. If the **RECIPIENT** fails to complete construction in compliance with the permit conditions or in accordance with the time frame and minimum level of performance specified by the Scope of Work, the number of units not completed for each deliverable will be deducted from the **RECIPIENT's** payment based upon their unit cost specified by the Scope of Work.
- B. The **RECIPIENT** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

## 4. PERFORMANCE

- A. The **RECIPIENT** agrees to schedule and participate in a kickoff meeting with the **COMMISSION** no later than 90 days from the grant execution date. The purpose of the meeting will be to discuss in detail the project timeline, reef design and material placement, and address any questions identified by the **RECIPIENT** or **COMMISSION**.
- B. The **RECIPIENT** shall submit to the **COMMISSION**, at no less than 60 day intervals beginning from the date of execution of this agreement, written or electronically transmitted progress reports outlining the progress of the project. The progress report shall identify any problems that may have arisen and actions taken to correct such problems, and include construction activities that have occurred since the last report and construction activities planned until the next report.



## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	23053
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- C. The **RECIPIENT** agrees to provide the **COMMISSION** with a minimum of five (5) days' notice and continuous notification as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.
- D. The **RECIPIENT** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.
- E. The **RECIPIENT** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **RECIPIENT** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- F. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.
- G. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.
- H. The **RECIPIENT** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

## 5. COMPENSATION AND PAYMENT

### A. COST REIMBURSEMENT

The **RECIPIENT** shall be compensated for a maximum of \$120,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

### B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than November 15, 2024 to assure availability of

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	23053
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funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

### C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

### D. FORMS AND DOCUMENTATION

1. The **RECIPIENT** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: <http://www.myfwc.com/artificialreefs>

## 6. MONITORING SCHEDULE

- A. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.
- B. The **COMMISSION** will monitor the **RECIPIENT's** service delivery to determine if the **RECIPIENT** has achieved the required level of performance. If the **COMMISSION** in its sole discretion determines that the **RECIPIENT** failed to meet any of the terms or conditions of the Agreement, the **RECIPIENT** will be sent a formal written notice. The **RECIPIENT** shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment, financial consequences, or termination of this Agreement in accordance with the terms of the Agreement.
- C. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

## 8. SUBCONTRACTS

Item O of Agreement O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021, (117 P.L. 58) does not apply to federal funds used in this habitat restoration artificial reef construction grant. See Agreement for additional applicable terms and conditions related to subcontracts.

## 9. INSURANCE

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance, Jones Act insurance, Maritime insurance or appropriate applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of its employees connected

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	<b>23053</b>
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with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). See Agreement for all other applicable terms and conditions related to insurance.

### 10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

### 11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

### 12. NON-EXPENDABLE PROPERTY

The **RECIPIENT** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

### 13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

### 14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

#### A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

#### B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S.) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.
2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	<b>23053</b>
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3. In accordance with Executive Order 12549, Debarment and Suspension, the **RECIPIENT** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **RECIPIENT** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **RECIPIENT** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **RECIPIENT** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **RECIPIENT's** work under this Agreement.

### C. FEDERAL FUNDS

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **RECIPIENT** shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **RECIPIENT** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.
2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.
3. The **RECIPIENT** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.
4. The **COMMISSION** shall make payment to the **RECIPIENT** for an amount of the total project eligible cost, not to exceed \$120,000.00 of approved invoiced costs.

### D. PAYMENT BOND

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

### E. PERFORMANCE BOND

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

### F. CERTIFICATE OF CONTRACT COMPLETION

The **RECIPIENT** will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	Taylor County and Dixie County Artificial Reef Construction 2023-24	<b>FWC Agreement No.</b>	<b>23053</b>
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**COMMISSION's** Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

### G. CERTIFICATE OF PARTIAL PAYMENT

This Section is not applicable and intentionally left blank.

### H. RECIPIENT PAYMENTS TO SUBCONTRACTOR

Grant Agreement No. 23053, Section 14, B, "**RECIPIENT** Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 14, Paragraph A, the **RECIPIENT** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **RECIPIENT** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **RECIPIENT** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

### I. SUBCONTRACTOR MINORITY STATUS REPORTING

The **RECIPIENT** will be required to complete a Subcontractor Minority Status Reporting Form (Attachment H) when a subcontractor is selected. This form must be submitted to the **COMMISSION's** Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

**The remainder of this page intentionally left blank.**





Department of Financial Services  
Division of Accounting and Auditing – Bureau of Auditing

**ATTACHMENT B**  
**AUDIT REQUIREMENTS FOR AWARDS OF**  
**STATE AND FEDERAL FINANCIAL ASSISTANCE**

*Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.*

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission to the grantee may be subject to audits and/or monitoring by the Florida Fish and Wildlife Conservation Commission, 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 the Florida Fish and Wildlife Conservation Commission 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 Florida Fish and Wildlife Conservation Commission. In the event the Florida Fish and Wildlife Conservation Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Florida Fish and Wildlife Conservation Commission 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 1 to this form lists the federal resources awarded through the Florida Fish and Wildlife Conservation Commission 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 Florida Fish and Wildlife Conservation Commission. 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,

AUDIT REQUIREMENTS FOR AWARDS OF  
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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**

*Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), F.S.*

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, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) 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 Florida Fish and Wildlife Conservation Commission 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 Florida Fish and Wildlife Conservation Commission, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. 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.
3. If the grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and 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**

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

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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.

2. 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:

AUDIT REQUIREMENTS FOR AWARDS OF  
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- a. The Commission at each of the following addresses:

Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the grantee directly to:

The Commission at each of the following addresses:

Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

4. Any reports, management letters, or other information required to be submitted to the Florida Fish and Wildlife Conservation Commission 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.
5. Grantees, when submitting financial reporting packages to the Florida Fish and Wildlife Conservation Commission 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 at least five years from the date the audit report is issued, and shall allow the Florida Fish and Wildlife Conservation Commission, 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 Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Florida Fish and Wildlife Conservation Commission.

AUDIT REQUIREMENTS FOR AWARDS OF  
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*Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*



AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

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

---

1. Federal Program A:

Federal Aid in Sport Fish Restoration Program, 15.605, \$64,000.00

2. Federal Program B:

not applicable

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

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

---

1. Federal Program A:

- A. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.
- B. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.
- C. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.
- D. The Grantee shall not be required to provide a matching contribution of the total project costs in support of the Commission's grant from the U.S. Fish and Wildlife Service.

2. Federal Program B:

not applicable

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*Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the grantee must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.*

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**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

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

---

1. Federal Program A:

Florida Artificial Reef Program, 77-007, \$54,000.00



AUDIT REQUIREMENTS FOR AWARDS OF  
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2. Federal Program B:  
not applicable

**Subject to Section 215.97, F.S.:**

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

---

1. State Project A:  
not applicable
2. State Project B:  
not applicable

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

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

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1. State Project A:
- A. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.
  - B. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.
  - C. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.
  - D. The Grantee shall not be required to provide a matching contribution of the total project costs in support of the Commission's grant from the U.S. Fish and Wildlife Service.
2. State Project B:  
not applicable

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*Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the grantee.*

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*For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.*

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## State Grant Programs Part 523 Federal Aid Compliance Requirements

### Chapter 1 Summary 523 FW 1.1

**1.1 Purpose.** The purpose of this chapter is to summarize guidance on those requirements generally applicable to grant programs.

**1.2 Applicability and Scope.** In accepting Federal funds, States and other grantees must comply with all applicable Federal laws, regulations, and policies. This chapter is not all-inclusive. Exclusion of any specific requirement does not relieve grantees of their responsibility for compliance. Copies of reference materials can be obtained from the Regional Offices. Guidance on the following requirements is contained in this chapter.

#### **A. Nondiscrimination Requirements.**

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

#### **B. Environmental Requirements.**

- Coastal Zone Management Act of 1972
- Executive Order 11987, Exotic Organisms
- Endangered Species Act of 1973
- National Environmental Policy Act of 1969
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- Coastal Barriers Resources Act of 1982

#### **C. Historic and Cultural Preservation Requirements.**

- National Historic Preservation Act of 1966

#### **D. Administrative Requirements.**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Debarment and Suspension
- Drug-Free Workplace Act of 1988
- Restrictions on Lobbying (P.L. 101-121)

### **1.3 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)).**

**A. Summary.** Prohibits discrimination based on race, color, or national origin in any "program or activity receiving Federal financial assistance."

#### **B. References.**

- (1) Regulations of the Department of the Interior (43 CFR Part 17)
- (2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
- (3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

#### **C. Requirements.**

- (1) Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits.



(2) Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance.

(3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

#### **1.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 795)**

**A. Summary.** Ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

##### **B. References.**

(1) Regulations of the Department of the Interior (43 CFR Part 17)

(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

##### **C. Requirements.**

(1) Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others.

(2) Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board.

(3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

#### **1.5 Age Discrimination Act of 1975 (42 U.S.C. 6101)**

**A. Summary.** Prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

##### **B. References.**

(1) Regulations of the Department of the Interior (43 CFR Part 17)

(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

**C. Requirements.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

#### **1.6 Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et.seq.)**

**A. Summary.** Prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance.



**B. References.**

- (1) Regulations of the Department of the Interior (43 CFR Part 17)
- (2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

**C. Requirements.** No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance. For the purpose of Title IX, hunter education and aquatic education project activities are considered education programs.

**1.7 Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.)**

**A. Summary.** The Act is intended to, "preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone..."

**B. References.** Regulations of the Department of Commerce (15 CFR 930).

**C. Requirements.** Federal Aid projects, which would "significantly affect the coastal zone" must be consistent with the approved State management programs developed under the Act. Prior to submitting a Grant Proposal for a project in the coastal zone of a State with an approved Coastal Zone Management Program, the proposed project must be reviewed for consistency with the management plan. Grantees may be required to submit a statement attesting to conformance with the Coastal Zone Management Plan.

**1.8 Exotic Organisms Executive Order 11987**

**A. Summary.** Federal agencies shall discourage the States from introducing exotic species into natural ecosystems of the United States. In addition, Federal agencies will restrict the use of Federal funds for the purpose of introducing exotic species into ecosystems outside of the United States.

**B. References.** Executive Order 11987, Exotic Organisms, 42 FR 26949 (May 25, 1977)

**C. Requirements.**

- (1) Any proposal for the introduction of an exotic species into a natural ecosystem by a State fish and wildlife agency must include a biological opinion from the U.S. Fish and Wildlife Service supporting the proposed introduction.
- (2) To obtain a biological opinion, the State agency shall provide the Regional Director with a written request for the opinion together with any available information including, but not limited to, NEPA documents, biological data, and project plans.
- (3) After receiving a biological opinion, it will be the responsibility of the State agency to adhere to the recommendations outlined in that opinion.

**1.9 Endangered Species Act of 1973 (16 U.S.C. 1531-1534).**

**A. Summary.** Actions funded under the Federal Aid programs must not jeopardize the continued existence of any endangered or threatened species, or result in the destruction or adverse modification of the habitat of the species.

**B. Reference.** Section 7 Consultation Requirements, 43 FR 870 (Jan. 4, 1978).

**C. Requirements.** The Regional Director must ensure that Federal Aid projects are not likely to jeopardize the continued existence of endangered or threatened species or result in the



destruction or adverse modification of critical habitat. For projects which may affect an endangered or threatened species, either beneficially or adversely, a formal Section 7 consultation is necessary. The State is required to name the listed species and/or critical habitat included; list the name, description, and location of the area; list objectives of the actions; and provide an explanation of the impacts of the actions on a listed species or its critical habitat.

#### **1.10 National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).**

**A. Summary.** Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation.

##### **B. References.**

- (1) Regulations of the Council on Environmental Quality implementing the procedural provisions of NEPA, (40 CFR 1500-1508).
- (2) Departmental Manual, Environmental Quality, Part 516.
- (3) Fish and Wildlife Service Manual, National Environmental Policy Act, Part 550.
- (4) National Environmental Policy Act Handbook for Federal Aid Projects. The Assistant Director-Fish and Wildlife Enhancement is authorized to promulgate the National Environmental Policy Act Handbook for Federal Aid Projects.

**C. Requirements.** Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions. For specific requirements and procedures, see National Environmental Policy Act (NEPA) Handbook for Federal Aid Projects.

#### **1.11 Floodplains and Wetlands Protection.**

**A. Summary.** Federal Aid funds may not be used for projects affecting floodplains or wetlands unless there is no practical alternative outside the floodplain or wetland and only if actions are taken to minimize the adverse effects.

##### **B. References.**

- (1) Executive Order 11988, Floodplain Management, 42 FR 26951 (May 25, 1977).
- (2) Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 25, 1977).
- (3) Department of Interior Procedures for Implementation, 520 DM 1.
- (4) Natural Resources Protection, 613 FW.

**C. Requirements.** The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

#### **1.12 Animal Welfare Act of 1985 7 U.S.C. 2131, et seq.**

**A. Summary.** Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching.

**B. References.** Regulations of the Department of Agriculture, Animal and Plant Health Inspection Service (APHIS). 9 CFR Parts 1, 2 and 3 (54 FR 36112 (Aug. 31, 1989).





**C. Requirements.** Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions. A list of the APHIS offices may be obtained from the Regional Offices.

### **1.13 Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591)**

**A. Summary.** The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..."

**B. References.** U.S. Fish and Wildlife Service Advisory Guidelines, 48 FR 45664 (Oct. 6, 1983).

**C. Requirements.** Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act. Section 6 requires consultation with the Service, via the appropriate Regional Office.

### **1.14 National Historic Preservation Act of 1966 16 U.S.C. 470.**

**A. Summary.** Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

#### **B. References.**

- (1) National Register of Historic Places (36 CFR 60).
- (2) The Archeological and Historic Preservation Act of 1974, 16 U.S.C. 469a.
- (3) Procedures for the Protection of Historic and Cultural Properties (36 CFR 800).
- (4) Determinations of Eligibility for Inclusion in the National Register of Historic Places (36 CFR 63).
- (5) Criteria for Comprehensive Statewide Historic Surveys and Plans (36 CFR 61).
- (6) Cultural Resources Protection, 614 FW.

#### **C. Requirements.**

(1) States must consult with the State Historic Preservation Officer (SHPO) for those activities or projects that are defined as undertakings under the National Historic Preservation Act. An undertaking is defined as a project, activity, or program that can result in changes in the character or use of properties that are listed on or potentially eligible for listing on the National Register of Historic Places (National Register) and located within the project's area of potential effect. Undertakings include new and continuing projects, activities, or programs and any of their elements not previously considered under Section 106 of the National Historic Preservation Act.

(2) In cases where a Federal Aid project has been determined to be an undertaking, the State must notify the appropriate Service Regional Director for guidance on how to proceed with Section 106 compliance. Based on the results of the consultation between the State and SHPO, the Service will determine the need and level of inventory to identify historic properties that may be affected by the undertaking and to gather sufficient information to evaluate whether these properties are listed or are eligible for listing in the National Register.

(3) Where completed inventories indicate that identified historic properties may be affected by the undertaking, the State shall be responsible for submitting the necessary documentation to the appropriate Regional Director for review. As necessary, the Service shall seek



determinations of eligibility for those properties that are to be affected by the proposed activity.

(4) If a State is advised by the SHPO that an undertaking will adversely affect a property that is eligible for or listed on the National Register, the State shall ask the appropriate Regional Director to determine measures for mitigating or avoiding impacts. This may require the development of a memorandum of agreement among the Service, State, and State Historic Preservation Officer to address specific measures that will be employed to avoid or minimize adverse effects to historic properties located within the area of potential effect. Adverse effects that may diminish the character and integrity of historic properties include

- (a) Physical destruction, damage, or alteration of all or part of the property;
- (b) Isolation of the property from or alteration of the character of the property's setting when that character contributes to the property's qualification for the National Register of Historic Places;
- (c) Introduction of visual, audible, or atmospheric elements that are out of character with the property or alter its setting;
- (d) Neglect of a property resulting in its deterioration or destruction; and
- (e) Transfer, lease, or sale of the historic property.

(5) If a previously unknown property that is eligible for listing on the National Register is discovered at any time during the implementation period of a Federal Aid project, the Regional Director must be notified and all actions which may adversely effect it must be suspended. The Service shall provide the State with instructions on how to proceed.

#### **1.15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601)**

**A. Summary.** Federal agencies may not approve any grant unless the grantee provides Assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

#### **B. References.**

- (1) Department of Interior Uniform Relocation Assistance and Real Property Acquisition Regulations (41 CFR 114-50).
- (2) Department of Transportation Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24).

#### **C. Appraisal Requirements.**

- (1) A real property owner or his designated representative must be contacted prior to making an appraisal and given an opportunity to accompany the appraiser during inspection of the property. The fact that it occurred must be documented in project files and in the appraisal report.
- (2) Real property must be appraised, the appraisal report reviewed, and the fair market value established prior to initiation of negotiations with the owner.
- (3) If the acquisition of only part of a property will leave the owner with an uneconomic remnant, the State or other grantee must offer to buy the whole property. The term "uneconomic remnant" applies only to Title III of the Act and the necessity of the acquiring agency to offer to purchase such a remainder or the entire property. It is not to be construed with the term "uneconomic unit" as it applies to the in-lieu payment of farm operations under Title II of the Act.



#### **D. Negotiation Requirements.**

- (1) An owner or his designated representative must be provided, in person or by certified mail, a written statement of just compensation as determined in the appraisal process. Offers of compensation cannot be less than the approved appraisal of fair market value of such property. If only a portion of the owner's property is being taken and the owner is left with an uneconomic remnant, the agency must offer to buy the whole property.
- (2) Reimbursement to a real property owner for costs to convey a title must include
  - (a) Recording fees, transfer taxes, and similar costs;
  - (b) Penalty cost for prepayment of pre-existing recorded mortgage; and
  - (c) Pro-rata portion of real property taxes allocable to a period subsequent to the date of vesting title.
- (3) All displaced persons (owners and tenants) must be provided information on their relocation benefits.

#### **E. Relocation Assistance to Displaced People.**

- (1) A relocation plan must be prepared for displaced persons so that problems associated with displacement of individuals, families, businesses, farms and nonprofit organizations are known at an early stage in a project's development (see 49 CFR 24.205). Planning may involve the following
  - (a) Who and what will be displaced.
  - (b) The estimated number of dwellings, businesses, farms, and nonprofit organizations displaced, including rentals. This estimate should contain
    - (i) Currently available replacement housing, businesses, farm, and organization sites;
    - (ii) Approximate number of employees affected;
    - (iii) Types of buildings, number, and size of rooms;
    - (iv) The needs of those displaced (i.e. lifestyle); and
    - (v) Type of neighborhood, distance to community facilities, church, etc.
  - (c) List of comparable replacement dwellings, including rentals, available on the market within a 50-mile radius (specialized units may require expanding radius). When an adequate supply of comparable housing is not expected to be available, consideration of Housing of the Last Resort actions should be instituted.
  - (d) Estimate of cost of replacement housing by purchase and/or rental per displaced person, and consideration of special needs like the elderly or handicapped.
  - (e) Estimate of cost for moving.
- (2) Advisory Services for Displaced People. Advisory services must be provided for all persons occupying property to be acquired and for all persons who use such real property for a business or farm operation. Eligibility requirements and corresponding benefits must be explained to all displaced persons. Assistance must be provided to persons completing claim forms, obtaining moving services, and obtaining proper housing.
- (3) Payment for Relocation of Displaced Persons. Relocation expenses must be paid to a displaced person who purchases and occupies a replacement dwelling. Moving and related expenses will be provided to displaced persons residing on real property including those persons owning a business or a farm. All payments must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.



### **1.16 Debarment and Suspension**

**A. Summary.** Executive Order 12549, Debarment and Suspension, directs that persons debarred or suspended by one Federal agency from receiving grants may not receive grants from any Federal agency.

**B. References.**

- (1) Executive Order 12549, Debarment and Suspension, Feb. 13, 1986.
- (2) Department of Interior Rules, Governmentwide Debarment and Suspension (Nonprocurement), 43 CFR 12.100 - 12.510

**C. Requirements.**

- (1) States and other grantees must submit the certification for Primary Covered Transactions (DI-1953). States certify as to their "principals", not the State agency. State principals are commissioners, directors, project leaders, or other persons with primary management or supervisory responsibilities, or a person who has a critical influence on or substantial control over Federal Aid projects. States may provide the certification annually. Other grantees must provide the certification with each Application for Federal Assistance.
- (2) States and other grantees must obtain from their subgrantees and contractors a certification for Lower Tier Covered Transactions (DI-1954). A certification is not required for small purchase procurements, currently defined as less than \$25,000. These certifications are normally provided with an application or proposal from a subgrantee or contractor.
- (3) States and other grantees must not make any award, either by subgrant or contract, to any party which is debarred or suspended or is otherwise ineligible under provisions of Executive Order 12549. The U.S. General Services Administration maintains a list of parties debarred, suspended, ineligible or excluded from participation in Federal grants under the provision of the Executive order. A copy of this list is available, upon request, from the Regional Director.

### **1.17 Drug-Free Workplace Act of 1988.**

**A. Summary.** The Drug-Free Workplace Act requires that all grantees certify that they will maintain a drug-free workplace.

**B. References.** Department of Interior Rules, Drug-Free Workplace Requirements, 43 CFR 12.600-635.

**C. Requirements.** Grantee organizations must

- (1) Establish (and publish) a policy that informs employees that the manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited;
- (2) Establish an awareness program to inform employees of the dangers of drug abuse in the workplace; and

Provide a drug-free workplace certification to the Department of Interior or U.S. Fish and Wildlife Service. The forms for providing the certification are available from the Regional Director. State agencies may certify annually. If the State agency is covered by a consolidated certification for all State agencies, a copy of the consolidated certification should be submitted to the Regional Director. (The original is retained by the State.) Grantees other than State agencies must submit the certification with each Grant Agreement.



### **1.18 Restrictions on Lobbying (P.L. 101-121)**

**A. Summary.** Prohibits the use of Federal appropriated funds for lobbying either the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement.

**B. References.** Department of the Interior Rules, 43 CFR Part 18, New Restrictions on Lobbying.

#### **C. Requirements.**

(1) Recipients of Federal grants are prohibited from using Federal appropriated funds, e.g. grants, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with a specific contract, grant, loan, or cooperative agreement.

(2) Proposals for grants in excess of \$100,000 must contain a certification that no part of the funds requested will be used for lobbying. Copies of the certification form, Form DI-1963, can be obtained from the Regional Offices.

(3) Recipients of grants in excess of \$100,000 must file a disclosure form on lobbying activities conducted with other than Federal appropriated funds. Form SF-LLL and SF-LLL-A, Continuation Sheet, shall be used for this purpose. Copies of the forms can be obtained from the Regional Office.





### **COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the *Reference Guide for State Expenditures* published by the Department of Financial Services and found here, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract. FWC is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries:

Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits:

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

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel:

Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- (4) Other direct costs:

Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.
- (5) In-house charges:

Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs:

If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget

and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

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**Attachment E**  
**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized Signature/Contractor

Typed Name Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Florida Fish and Wildlife Conservation Commission**  
**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM**  
Subaward to a Recipient

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Fish and Wildlife Conservation Commission ("FWC" or "Commission") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the FWC through a Vendor relationship. Refer to 2 CFR Ch. I Part 170 Appendix A, Section 1c.3 for the definition of "subaward" ]

**ORGANIZATION AND PROJECT INFORMATION:**

The following information must be provided to the FWC prior to the FWC's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Commission as requested. If you have any questions, please contact the FWC's Grant's Manager at 850-617-9649 for assistance.

UEID \*: \_\_\_\_\_

\* If your company or organization does not have a UEID number, you will need to obtain one from through the System for Award Management (SAM.gov).

BUSINESS NAME: \_\_\_\_\_

OBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE-4\*\* \_\_\_\_\_

PARENT COMPANY UEID# (IF APPLICABLE): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS): \_\_\_\_\_



**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS)**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE+4\*\*:

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: \_\_\_\_\_

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320, *all d*, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

*If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.*

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

*If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm> . Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]*

*If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. I Part 170 Appendix A:*

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for
- iii. financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iv. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- v. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- vi. Above-market earnings on deferred compensation which is not tax-qualified.
- vii. Other compensation, if the aggregate value of all such other compensation (e.g. severance termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion (mm/dd/yyyy)): \_\_\_\_\_

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED AS (enter position title): \_\_\_\_\_ OF  
(Business Name) \_\_\_\_\_ CERTIFIES THAT ON THE DATE WRITTEN  
BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

Type or Print Name: \_\_\_\_\_

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

**For FWC Division Use Only:**

Prime award Granting Entity: \_\_\_\_\_

Prime award Granting Entity Number: \_\_\_\_\_ Prime award UEID #: \_\_\_\_\_

FWC FLAIR Grant #: \_\_\_\_\_ FWC Subaward Contract #: \_\_\_\_\_ Congressional District: \_\_\_\_\_

**Completed forms should be sent to FBO, FFATA@MyFWC.com, within five (5) business days of contract execution or within two (2) days of the end of the month that the contract is executed (whichever is sooner).**



**FL FISH AND WILDLIFE CONSERVATION COMMISSION  
DIVISION OF MARINE FISHERIES MANAGEMENT  
ARTIFICIAL REEF PROGRAM  
CERTIFICATION OF COMPLETION**

---

I, \_\_\_\_\_  
(Printed Name and Title)

representing \_\_\_\_\_  
(Name of Grantee)

do hereby certify that the artificial reef project funded by Grant Number FWC -  
\_\_\_\_\_ has been completed in compliance with all terms and conditions of said  
Grant Agreement.

---

(Signature)

---

(Date)

**ATTACHMENT H**  
**SUBCONTRACTOR MINORITY STATUS REPORT**

Date:

FEIN:

Contractor Company Name, Street Address, City & Zip Code:

FWC Solicitation/Contract Number: # FWC-23053

FWC Project Title: Taylor and Dixie County Artificial  
Reef Construction 2023-24

Contract Amount: \$

Invoice Number:

The Contractor shall indicate "N/A" if the project does not utilize subcontractors.

Primary Contractor Name	Primary Contractor CBE Code	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	*CBE Code	Description of Service	Subcontractor Payment Amount
			\$					\$
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$

\*OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories>  
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

\*CBE Codes: A - Non-Minority | H - African-American, Certified | I - Hispanic, Certified | J - Asian-American business, Certified | K - Native American, Certified | M - Women-Owned, Certified | N - African-American, Non-Certified | O - Hispanic, Non-Certified | P - Asian-American, Non-Certified | Q - Native American, Non-Certified | R - Woman-Owned, Non-Certified | W - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification:

[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd) or 850-487-0915.

**INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT**

## Re: Grant Agreement FWC-23053

LaWanda Pemberton <LPemberton@taylorcountygov.com>

Wed 12/06/2023 6:09 PM

To: Blanco,Victor <victorblancomar@ufl.edu>

(External Email)

I've already sent to him and asked for his assistance so we don't lose any grant funding. I will follow up with a telephone call as well.

Sent from my iPhone

On Dec 6, 2023, at 5:54 PM, Blanco,Victor <victorblancomar@ufl.edu> wrote:

Dear LaWanda,

FWC's position is clear: there is no room for changing the terms of section 29 as it will be denied at a higher level, based on previous consultations of this same issue. However, the section refers to where any conflict will be resolved, it is clear that the communication between FWC and our office is constant during the grant agreement period to make sure we comply with all terms and conditions of the document, making very unlikely the need to have a mediation process.

Please, elevate FWC's position on this issue with Mr. Bishop, so he can make a final recommendation to the BOCC. As this is a time sensitive matter, I wonder if we can include it in the agenda for the BOCC meeting on December 19, after your conversation with Mr. Bishop. Let me know if you have any further question or request.

Thanks,

VICTOR

---

**From:** Kalinowski, Carolyn <Carolyn.Kalinowski@MyFWC.com>

**Sent:** Wednesday, December 6, 2023 4:16 PM

**To:** Blanco,Victor <victorblancomar@ufl.edu>; Mille, Keith <keith.mille@myfwc.com>

**Cc:** LaWanda Pemberton <LPemberton@taylorcountygov.com>; Wiggins,Lori C <lwiggins@ufl.edu>

**Subject:** RE: Grant Agreement FWC-23053

Hi Victor,

Thanks for chatting with us this afternoon. As discussed, we reviewed the comment from section 29 and we will not be able to make any changes to that section of the grant agreement. In the past, any changes to the boilerplate of the agreement that have been elevated to our General Counsel have not been accepted as the boilerplate is listing the terms of doing business with the State of Florida. As discussed, we keep in close contact with our grantees and we have discussions about all ongoing activities to ensure that everything is within the scope of work of the grant, reimbursable, and will



not lead to disputes. Please let me know if you have additional questions, and Keith please feel free to chime in with any additional information.

Carolyn

Carolyn Kalinowski (she/her) Biological Scientist IV  
Division of Marine Fisheries Management- Artificial Reef Program  
Florida Fish and Wildlife Conservation Commission  
1875 Orange Ave East,  
Tallahassee, FL 32311  
Mobile: 850-766-1125  
Office: 850-617-9619  
Email: [carolyn.kalinowski@myfwc.com](mailto:carolyn.kalinowski@myfwc.com)

**From:** Blanco,Victor <[victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu)>  
**Sent:** Wednesday, December 6, 2023 10:55 AM  
**To:** Mille, Keith <[keith.mille@MyFWC.com](mailto:keith.mille@MyFWC.com)>; Kalinowski, Carolyn <[Carolyn.Kalinowski@MyFWC.com](mailto:Carolyn.Kalinowski@MyFWC.com)>  
**Cc:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>; Wiggins,Lori C <[lwiggins@ufl.edu](mailto:lwiggins@ufl.edu)>  
**Subject:** Fw: Grant Agreement FWC-23053

**[EXTERNAL SENDER]** Use Caution opening links or attachments  
Dear Keith and Carolyn,

Please, read the email below from the County Administrator about the grant agreement. It was discussed by the Board on Monday, and they have a comment on section 29. Can you please check it and get back with me? Our next board meeting is December 19, so we might include your response to the agenda to get a final decision as soon as possible, as I know it is a time sensitive issue. Let me know if you have any question.

Best,

**VICTOR BLANCO**

Marine and Natural Resources Extension Agent  
Sea Grant UF/IFAS Extension - Taylor County  
203 Forest Park Dr.  
Perry, FL 32348-6340  
Phone: 850-838.3508 Ext. 305  
Cell: 786-449.9677  
[victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu)

[See our video](#)

---

**From:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Sent:** Tuesday, December 5, 2023 8:21 AM  
**To:** Blanco,Victor <[victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu)>; Wiggins,Lori C <[lwiggins@ufl.edu](mailto:lwiggins@ufl.edu)>  
**Subject:** FW: Grant Agreement FWC-23053

[External Email]

Good morning,

Please reach out to your FWC contact and request that they make the correction requested by the County Attorney to section #29. This should have been addressed prior to adding to the agenda, as the Board approved contingent upon the requested changes/corrections.

Please let me know if there is an issue with the changes and I will follow up with Mr. Bishop.

Thank you,

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

<image001.png>

**From:** The Bishop Law Firm <[lawbishop@fairpoint.net](mailto:lawbishop@fairpoint.net)>  
**Sent:** Monday, November 20, 2023 11:10 AM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>; [victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu)  
**Cc:** 'Gary Knowles' <[gknowles@taylorclerk.com](mailto:gknowles@taylorclerk.com)>; 'Salina Grubbs' <[sgrubbs@taylorclerk.com](mailto:sgrubbs@taylorclerk.com)>  
**Subject:** Grant Agreement FWC-23053

*Karen Parker*

Legal Secretary  
The Bishop Law Firm, P.A.  
Attorneys at Law  
Post Office Box 167  
Perry, FL 32348  
850-584-6113  
850-584-2433 facsimile  
[karenparker@fairpoint.net](mailto:karenparker@fairpoint.net)  
[lawbishop@fairpoint.net](mailto:lawbishop@fairpoint.net)

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

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

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

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2439

December 11, 2023

VIA E-MAIL AND REGULAR MAIL

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

Re: Grant Agreement FWC

Dear LaWanda:

Please be advised that I read your e-mail of 12/6/23 and the note at the bottom from Ms. Carolyn Kalinowski.

I feel that it is my responsibility to point out the various items in Grant Agreements that may be hard to comply with or unfair.

Of course, as you have heard before, if we want the Grant, sign the Agreement.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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