

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JULY 10, 2023
6:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG-
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below
instructions:

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to
speak, and notify you by announcing the last 4 digits of your telephone number. Please
announce your name and address. You will be allowed to speak for 3 minutes.

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES
286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE
MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF
THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE
BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN
AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED
ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. APPROVAL OF MINUTES JUNE 20, 2023.
5. THE EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF AIR RESOURCES MANAGEMENT APPLICATION FOR NON-TITLE V AIR PERMIT RENEWAL AND LETTER OF REQUEST FOR FEE WAIVER, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE CHAIRMAN'S SIGNATURE ON THE OPERATIONAL SELF ASSESSMENT (OSA) REQUIRED TO SUBMIT ANNUALLY TO THE U.S. DEPARTMENT OF TREASURY AND THE GULF CONSORTIUM TO BE ELIGIBLE TO RECEIVE RESTORE ACT FUNDS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AUTHORIZE SIGNATURE OF SUPPLEMENTAL SETTLEMENT AGREEMENT FOR ROOT V. TAYLOR COUNTY.
9. THE BOARD TO CONSIDER APPROVAL OF THE ANNUAL END OF YEAR RECAPITULATION REPORT FOR THE NON AD VALOREM ROLLS IN OUR COUNTY FOR 2022, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVEMCIES FOR ALL AD VALOREM & NON AD VALOREM ROLLS IN OUR COUNTY FOR 2022, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A RESOLUTION FOR THE SETTING OF SPEED LIMIT ON CERTAIN ROADS IN KEATON BEACH.
12. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

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

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

14. THE BOARD TO CONSIDER APPOINTMENT OF 2023 VALUE ADJUSTMENT BOARD MEMBERS: TWO (2) PRIMARY MEMBERS (ONE PRIMARY MEMBER TO BE ELECTED AS CHAIR OF THE BOARD), ONE (1) ALTERNATE MEMBER, AND ONE (1) CITIZEN MEMBER, AS AGENDAED BY THE CLERK.
15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR INSTALLATION OF A 6'X20' FLOATING DOCK AT HODGES PARK FOR EMERGENCY SERVICES, AS AGENDAED BY JOHN LOUK, DIRECTOR OF EMERGENCY MANAGEMENT.

GENERAL BUSINESS:

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

COUNTY STAFF ITEMS:

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

18. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT 3-12-0064-020-2023 BETWEEN TAYLOR COUNTY AND THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE DESIGN OF PERRY FOLEY AIRPORT APRON HIGH MAST AND EDGE LIGHTS, AS AGENDAED BY THE GRANTS WRITER.
19. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND THE GULF ECOSYSTEM RESTORATION COUNCIL/GULF CONSORTIUM FOR THE POSSIBLE ACQUISITION OF 3.95 ACRE SITE, KNOWN AS SPRING WARRIOR, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ATTORNEY ITEMS:

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

COUNTY ADMINISTRATOR ITEMS:

21. THE BOARD TO FURTHER DISCUSS REQUEST TO ADVERTISE REQUEST FOR PROPOSAL DOCUMENTS AND DRAFT AGREEMENT FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES AND IMPACT OF FSS 403.70605(3), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO DISCUSS AND PROVIDE DIRECTION OF ENFORCEMENT OF TAYLOR COUNTY CODE 42-889(H), NON-PERMITTED STRUCTURES OR FACILITIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of request to ratify the Florida Department of Environmental Protection Division of Air Resources Management Application for Non-Title V Air Permit Renewal and letter of request for fee waiver.

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: Request to ratify Chairperson's signature on application for Air Permit renewal, and the County Administrator's signature on letter requesting fee waiver.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: No

Submitted By: Gary Wambolt, Environmental Services Director.

Contact: 850-838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DEP requires renewal of permit to burn yard debris in the County incinerator. Additionally, a letter stating that Taylor County still qualifies for a fee waiver with the qualification from the State Statutes is also required.

Options: Approve

Attachments:

1. Application for Non-Title V Air permit renewal
2. Letter requesting fee waiver
3. Copy of F.S. 218.075



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

June 23, 2023

Florida Department of Environmental Protection

Northeast District/Air Permitting Program

3900 Commonwealth Blvd.

Tallahassee, FL 32399

RE: Eligibility Requirements for Application Fees

To Whom it May Concern,

Pursuant to Section 218.075, Florida Statutes, Taylor County is requesting a waiver for application fees for the attached Non-Title V Air Permit renewal.

Taylor County meets the requirements of Section 218.075 (4); Ad valorem operating millage rate for the current fiscal year is greater than 8 mills. Taylor County has a current operating millage of 8.2426 mills.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

A handwritten signature in blue ink that reads "Lawanda Pemberton". The signature is written in a cursive, flowing style.

LaWanda Pemberton
County Administrator



Department of Environmental Protection

Division of Air Resources Management

APPLICATION FOR NON-TITLE V AIR PERMIT RENEWAL

See Instructions for Form No. 62-210.900(4)

I. APPLICATION INFORMATION

Identification of Facility

1. Facility Owner/Company Name: Taylor County Board of County Commissioners	
2. Site Name: Taylor County Landfill	
3. Facility Identification Number: 1230061	4. Facility Status Code: A

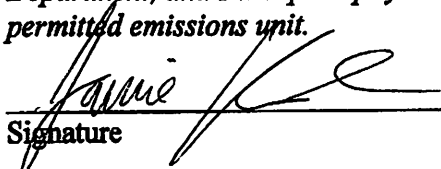
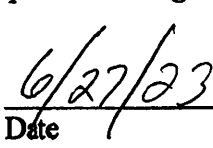
Application Contact

1. Name and Title of Application Contact: Gary Wambolt, Director of Env. Svs.		
2. Application Contact Mailing Address: Organization/Firm: Taylor County Env. Svs. Street Address: 3750 Hwy 98 West City: Perry State: FL Zip Code: 32347		
3. Application Contact Telephone Numbers: Telephone: (850)838-3533 Fax: (850)838-3538		
4. Application Contact E-mail Address: gary.wambolt@taylorcountygov.com		

Application Processing Information (DEP Use)

1. Date of Receipt of Application:	
2. Permit Number:	

Owner/Authorized Representative

1. Name and Title of Owner/Authorized Representative: Jamie English, Chairman
2. Owner/Authorized Representative Mailing Address: Organization/Firm: Taylor County Board of County Commissioners Street Address: 201 East Green St. City: Perry State: FL Zip Code: 32347
3. Owner/Authorized Representative Telephone Numbers: Telephone: (850)838-3500 Fax: (850)838-3501
4. Owner/Authorized Representative E-mail Address: jenglish@taylorcountygov.com
5. Owner/Authorized Representative Statement: <i>I, the undersigned, am the owner or authorized representative* of the facility addressed in this Application for Air Permit. I hereby certify, based on information and belief formed after reasonable inquiry, that the statements made in this application are true, accurate and complete and that, to the best of my knowledge, any estimates of emissions reported in this application are based upon reasonable techniques for calculating emissions. Further, I agree to operate and maintain the air pollutant emissions units and air pollution control equipment described in this application so as to comply with all applicable standards for control of air pollutant emissions found in the statutes of the State of Florida and rules of the Department of Environmental Protection and revisions thereof. I understand that a permit, if granted by the Department, cannot be transferred without authorization from the Department, and I will promptly notify the Department upon sale or legal transfer of any permitted emissions unit.</i> <div style="display: flex; justify-content: space-between;"><div style="text-align: center;"> _____ Signature</div><div style="text-align: center;"> _____ Date</div></div>

* Attach letter of authorization if not currently on file.

Select Year: 2022 ▼

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XIV
TAXATION AND
FINANCE

Chapter 218
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.075 Reduction or waiver of permit processing fees.—Notwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for an entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:

- (1) Per capita taxable value is less than the statewide average for the current fiscal year;
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Any condition specified in s. 218.503(1) which results in the county or municipality being in a state of financial emergency;
- (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality or an entity created by special act, local ordinance, or interlocal agreement and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.

History.—s. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305; s. 4, ch. 2012-205.

Scope of Application

Emissions Unit ID	Description of Emissions Unit	Permit Type	Processing Fee
EU001	Air Curtain Incinerator	AO2C	

Application Processing FeeCheck one: ☐ Attached - Amount: \$ _____☒ Not Applicable**Application Comment**

II. FACILITY INFORMATION

Facility Contact

1. Name and Title of Facility Contact: Gary Wambolt, Director of Env. Svs.
2. Facility Contact Mailing Address: Organization/Firm: Taylor County Env. Svs. Street Address: 3750 Hwy 98 West City: Perry State: FL Zip Code: 32347
3. Facility Contact Telephone Numbers: Telephone: (850)838-3533 Fax: (850)838-3538
4. Facility Contact E-mail Address: gary.wambolt@taylorcountygov.com

Facility Supplemental Requirements

1. Area Map Showing Facility Location: <input type="checkbox"/> Attached, Document ID: __A__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
2. Facility Plot Plan: <input type="checkbox"/> Attached, Document ID: __B__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
3. Process Flow Diagram(s): <input type="checkbox"/> Attached, Document ID: __C__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
4. Precautions to Prevent Emissions of Unconfined Particulate Matter: <input type="checkbox"/> Attached, Document ID: __D__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested

Facility Comment

Facility is an Air Curtain Incinerator for processing up to 84 tons per day of Yard Trash in Accordance with 40 CFR 60, Subpart AAAA.

Emissions Unit ID_001_____

III. EMISSIONS UNIT INFORMATION

A separate Emissions Unit Information Section must be completed for each emissions unit addressed in this Application for Non-Title V Air Permit Renewal. If submitting the form in hard copy, indicate, in the space provided at the top of each page, the Emissions Unit ID of the emissions unit addressed on the page, as given in the unit's most current air operation permit.

Emissions Unit Description and Status

1. Description of Emissions Unit Addressed in This Section (limit to 60 characters): Yard Trash Air Curtain Incinerator	
2. Emissions Unit Status Code: A	3. Long-Term Reserve Shutdown Date:
4. Control Equipment Method/Description (limit to 200 characters per device or method):	

Emissions Unit Operating Capacity and Schedule

1. Maximum Heat Input Rate:	mmBtu/hr	
2. Maximum Incineration Rate:	12,000 lb/hr	84 tons/day
3. Maximum Process or Throughput Rate:		
4. Maximum Production Rate:		
5. Requested Maximum Operating Schedule:		
	14 hours/day	7 days/week
	52 weeks/year	5096 hours/year

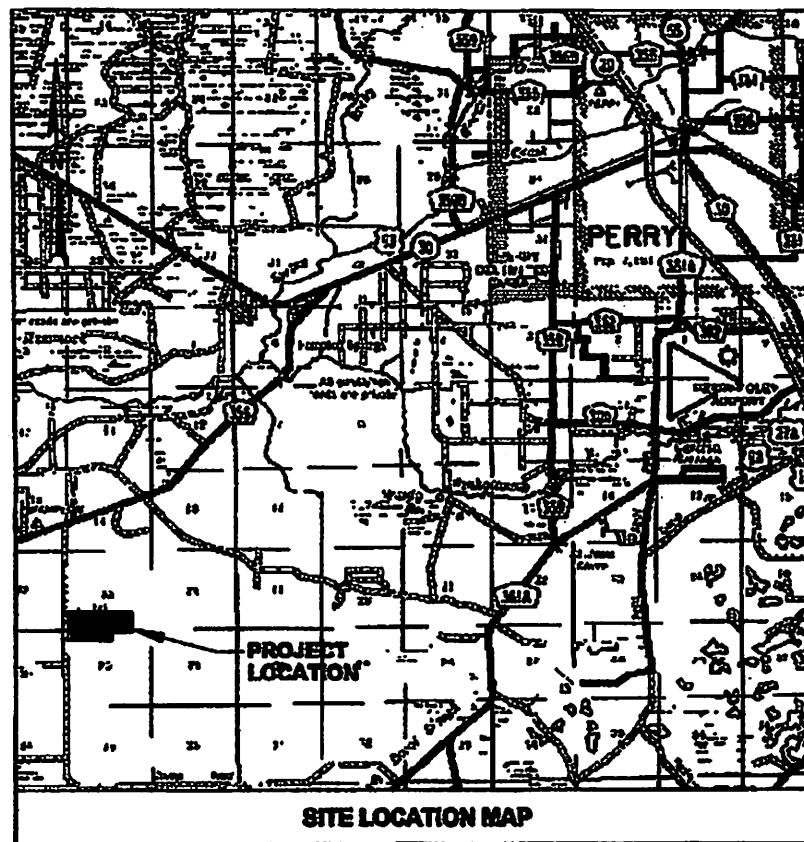
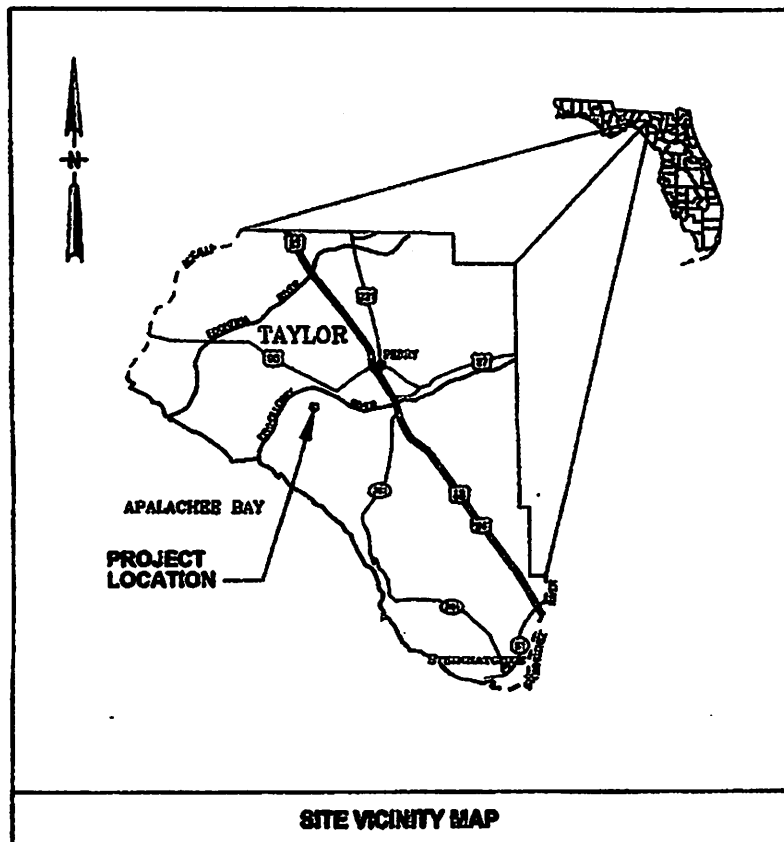
Emissions Unit ID__001__

Emissions Unit Supplemental Requirements

1. Fuel Analysis or Specification <input checked="" type="checkbox"/> Attached, Document ID: __E__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
2. Compliance Test Report <input type="checkbox"/> Attached, Document ID: _____ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Previously submitted, Date: _____
3. Procedures for Startup and Shutdown <input checked="" type="checkbox"/> Attached, Document ID: __F__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
4. Operation and Maintenance Plan <input checked="" type="checkbox"/> Attached, Document ID: __G&G2__ <input type="checkbox"/> Not Applicable <input type="checkbox"/> Waiver Requested
5. Other Information Required by Rule or Statute <input type="checkbox"/> Attached, Document ID: _____ <input type="checkbox"/> Not Applicable

Emissions Unit Comment

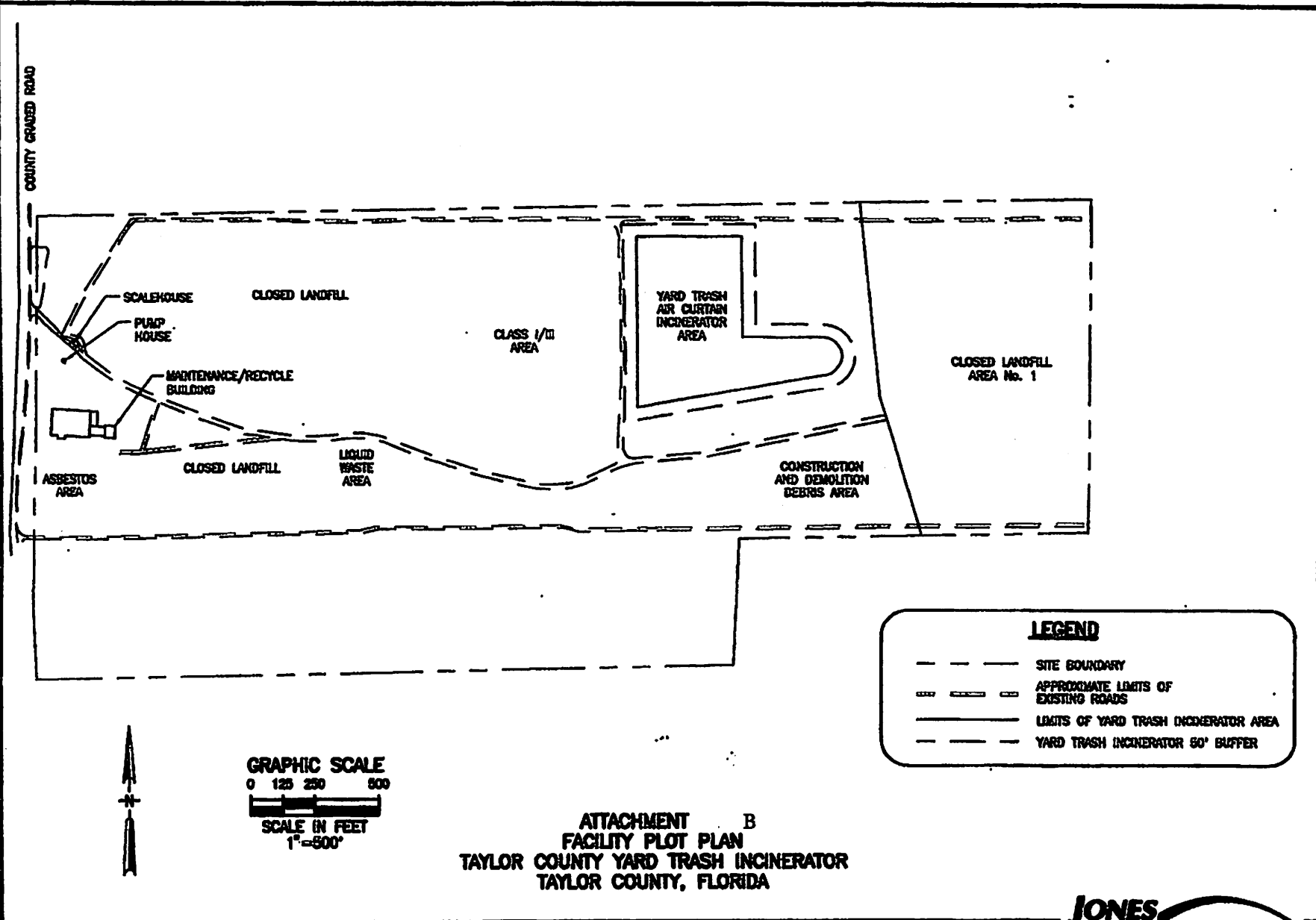
Air Burners Inc. 2013 Model Air Burners Model S-220 Refractory Lined Firebox 59 HP Nameplate Rating
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**ATTACHMENT A
FACILITY AREA MAP
TAYLOR COUNTY YARD TRASH INCINERATOR
TAYLOR COUNTY, FLORIDA**

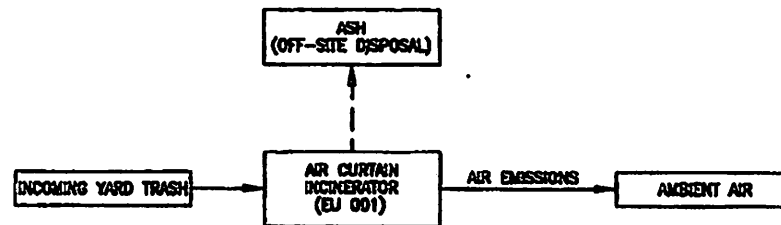
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LAST SAVED: 3/2/2014 1:53 PM H:\BROUWERS\JED\dwg\20445 Taylor County\012 Taylor County\012.dwg
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Plotted: 3/03/14 3:13pm h:brouwers

JONES
EDMUNDS



ATTACHMENT C
PROCESS FLOW DIAGRAM
TAYLOR COUNTY YARD TRASH INCINERATOR
TAYLOR COUNTY, FLORIDA

ATTACHMENT D1 PRECAUTIONS TO PREVENT EMISSIONS OF UNCONFINED PARTICULATE MATTER

Unconfined particulate matter emissions at the Yard Trash Processing Area are mainly caused by wind erosion and vehicular traffic on unpaved roads around the site. Emissions of unconfined particulate matter will be prevented by remedial methods such as watering; treating unpaved roadways with a dust-control spray or mixture may be performed as required.

In addition, the air curtain incinerator will be operated in accordance with the manufacturer's instructions to prevent unconfined particulate matter emissions.

ATTACHMENT E FUEL SPECIFICATION

EU001

The air curtain incinerator burns up to 84 tons of wood (yard trash) per day. The wood has an approximate energy density of 9.96 MMBtu/ton.

ATTACHMENT F

PROCEDURES FOR STARTUP AND SHUTDOWN

EU001

The air curtain incinerator will be operated in accordance with the manufacturer's recommendations, including procedures for startup and shutdown. These procedures are documented in the Yard Trash Incinerator Operations Plan that is maintained on site and provided as Exhibit A.

ATTACHMENT G OPERATIONS AND MAINTENANCE PLAN

EU001

The air curtain incinerator will be operated in accordance with the manufacturer's recommendations. These procedures are documented in the Yard Trash Incinerator Operations Plan that is maintained on site and provided as Exhibit A.

**TAYLOR COUNTY
YARD TRASH INCINERATOR
OPERATIONS PLAN G2**

Prepared for:

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
201 East Green Street
Perry, Florida 32347**

Prepared by:

**JONES EDMUNDS & ASSOCIATES, INC.
730 NE Waldo Road
Gainesville, Florida 32641**

Certificate of Authorization #1841

**Version 1
March 2014**

Revision: _____

Revision Date: _____

Issuance Date: February 2014

Revised By: Jones Edmunds

TAYLOR COUNTY YARD TRASH INCINERATOR OPERATIONS PLAN

The Taylor County Board of County Commissioners owns and operates the Yard Trash Incinerator at the closed Taylor County Central Landfill property. Jones Edmunds & Associates, Inc. prepared this Operations Plan to comply with Florida solid waste regulations and the US Environmental Protection Agency (EPA) Clean Air Act. This Operations Plan does not include Site Health and Safety information for County personnel or the general public, which is Taylor County's responsibility.

A copy of this Operations Plan will be kept on file by the County and at the facility. This Operations Plan will be available to the air curtain incinerator operators at all times and to the Florida Department of Environmental Protection (FDEP) or for an inspector's on-site review on request.

The County will provide training to all operators before they operate the incinerator or work at the yard trash operation.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify the Chairman's signature on the Operational Self-Assessment (OSA) the County is required to submit annually to the U. S. Department of Treasury and the Gulf Consortium to be eligible to receive RESTORE Act funds.

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: Board to ratify the Chairman's signature on the OSA the County is required to prepare and submit annually to the Department of Treasury and the Gulf Consortium to be eligible to receive RESTORE Act grant funds.

Recommended Action: Ratify the Chairman's signature on the OSA.

Fiscal Impact: Annual submission of the OSA is a requirement to be eligible to receive RESTORE Act funds.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasury and the Gulf Consortium require the County to prepare and maintain various policies, handbooks, and manuals as well as ensure staff receive Anti-Fraud training to be eligible to receive RESTORE Act funding. The OSA is required to be submitted annually by June 30.

Attachments: Operational Self-Assessment

Operational Self-Assessment (OSA) Form - OMB Approval No.1505-0250

Date submitted

Organization Contact Information

[Entity Name]

Taylor County Board of Commissioners (RA)

[OSA Completed By]

Melody Cox

[Job Title]

Grants Director

Contact Details [Email]

melody.cox@taylorcountygov.com

Phone number [Phone number]

(850) 371-0377

Entity Address [Street or P.O. Box Address]

201 E. Green Street

Entity Address [City]

Perry

Entity Address [State]

FL: Florida

Entity Address [Zip code]

Date OSA Completed

Comments

Self-Assessment Questions: Environment

1. Does management promote open communications throughout the organization and effectively provide information to employees and other stakeholders?

Yes

Comment

The Board of Commissioners and management staff promote open communications throughout the organization as well as abide by Florida Sunshine policies and procedures.

2. Does management provide adequate training and supervisory oversight to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on federal grant programs?

Yes

Comment

Training is provided to all employees. Additional training is provided to all staff who work with federal and state grants. Grants staff also have a Grants Management Handbook.

3. Do policies, procedures and processes for managing federal grant funds meet the requirements of OMB 2 CFR Chapter I and Chapter II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards?

Yes

Comment

Policies and procedures comply with federal and state requirements and are updated as so needed to meet all compliance standards and requirements.

4. Are the organization's internal controls in compliance with guidance in the "Standards for Internal Control in the Federal Government" issued by the United States Government Accountability Office?

Yes
Comment
<p>5. Does management regularly create, review and update policies, procedures and processes to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for federal grant funds?</p>
Yes
Comment
<p>Policies and procedures are updated annually or as so needed to include any federal and/or state updates or grants management requirements.</p>
<p>6. Does management periodically assess and maintain proper segregation of duties?</p>
Yes
Comment
<p>The segregation of duties is also outlined in numerous policies including the Grants Management Handbook and the Purchasing/Procurement Handbook.</p>
<p>7. Does management have a written code of conduct or ethics policy that is reviewed and signed off by employees at least annually?</p>
Yes
Comment
<p>8. Does management have a written conflict of interest policy that is reviewed and signed off by employees at least annually?</p>
Yes
Comment

Continuation - Self-Assessment Questions: Environment

<p>9. Do management and employees attend anti-fraud awareness training at least annually and is that training evidenced by attendance sheets or other mechanisms?</p>

Yes

Comment

Anti-fraud awareness training is provided annually. The Anti-Fraud Handbook is also updated annually.

10. Does management have written policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to federal grant programs?

Yes

Comment

11. Does management perform the following: a. Address breaches of the code of conduct or ethics policy?

Yes

Comment

b. Address instances of fraud or other criminal activity?

Yes

Comment

c. Take remedial actions to prevent future violations?

Yes

Comment

d. Notify the appropriate federal agency in cases of confirmed fraud related to federal funds?

Yes

Comment

12. Does the organization have a written grants management manual or standard operating procedures?

Yes

Comment

The Grants Management Handbook is updated as so needed or at a minimum of bi-annually.

Self-Assessment Questions: Risk Assessments

13. Does the organization have a documented internal control program and risk assessment methodology for managing and monitoring operational, financial and regulatory compliance risks that is periodically reviewed and updated as needed?

Yes

Comment

The internal controls procedures are included in the Grants Management Handbook as well as the Purchase/Procurement Handbook. Both are periodically reviewed and updated.

14. Does the organization have a documented risk assessment and compliance monitoring process in place specifically for federal grant programs?

Yes

Comment

The risk assessment monitoring process includes monitoring procedures specifically for federal grants as well as state grants. The Risk Assessment Handbook is currently in the process of being updated.

Self-Assessment Questions: Risk Assessments

13. Does the organization have a documented internal control program and risk assessment methodology for managing and monitoring operational, financial and regulatory compliance risks that is periodically reviewed and updated as needed?

Yes

Comment

The internal controls procedures are included in the Grants Management Handbook as well as the Purchase/Procurement Handbook. Both are periodically reviewed and updated.

14. Does the organization have a documented risk assessment and compliance monitoring process in place specifically for federal grant programs?

Yes

Comment

The risk assessment monitoring process includes monitoring procedures specifically for federal grants as well as state grants. The Risk Assessment Handbook is currently in the process of being updated.

Self-Assessment Questions: Objectives

15. Allowable / Unallowable Activities and Costs – Does an effective system of internal controls exists to provide reasonable assurance that federal awards are expended only for allowable activities and that the costs of goods and services charged to federal awards are allowable and in accordance with the applicable cost principles?

Yes

Comment

Each federal award has its own individual county budget and budget expenditures and cost centers are based on the grant award allowable activities and costs. Grants staff works directly with the Finance Department who reviews allowable costs when setting up the budget and through out the entire process until all expenditures are incurred and the grant is closed out and approved by the appropriate federal agency .

16. Cash – Does an effective system of internal controls exists to provide reasonable assurance that the (1) drawdown of federal cash is only for immediate needs, (2) reimbursement is requested only after costs have been incurred, (3) entities comply with applicable Treasury agreements, and (4) recipients limit payments to subrecipients to immediate cash needs?

Yes

Comment

17. Davis-Bacon Act – Does an effective system of internal controls exists to provide reasonable assurance that contractors and subcontractors were properly notified of the Davis-Bacon Act requirements and the required certified payrolls were submitted to the non-federal entity?

Yes

Comment

Davis-Bascon Act requirements are included in all bid documents and all associated contracts awarded to contractors . sub-contractors and/or firms.

18. Eligibility – Does an effective system of internal controls exists to provide reasonable assurance that only eligible individuals and organizations receive assistance under federal award programs and that subawards are made only to eligible subrecipients?

Yes

Comment

19. Equipment and Real Property – Does an effective system of internal controls exists to provide reasonable assurance that: a. Proper records are maintained for equipment acquired with federal awards?

Yes

Comment

Proper records are maintained as well as a County inventory which is completed at a minimum of annually.

b. Equipment is adequately safeguarded and maintained?

Yes

Comment

Equipment is safeguarded and maintained as well as given individual inventory control numbers and/or tagging.

c. Disposition or encumbrance of any equipment or real property is in accordance with federal requirements?

Yes

Comment

d. A physical inventory and reconciliation of property is conducted at least every two years?

Yes

Comment

A physical inventory and reconciliation is completed annually.

e. The federal awarding agency is appropriately compensated for its share of any property sold or converted to non-federal use?

Yes

Comment

20. Real Property Acquisition and Relocation - Does an effective system of internal controls exists to provide reasonable assurance of compliance with the real property acquisition, appraisal, negotiation, and relocation requirements?

Yes

Comment

21. Matching, Level of Effort, Earmarking - Does an effective system of internal controls exists to provide reasonable assurance that matching, level of effort, or earmarking requirements are met using only allowable funds or costs which are properly calculated and valued?

Yes

Comment

Continuation - Self-Assessment Questions: Objectives

22. Financial Management - Does a financial management system provide for effective control over and accountability for all funds, property and other assets, including ensuring that all such assets are used solely for authorized purposes and activities that are allowable in accordance with the applicable cost principles and are only used during the authorized period of availability?

Yes

Comment

23. Procurement, Suspension and Debarment - Does an effective system of internal controls (including written procurement procedures) exists to provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR 200 and that covered transactions are not made with a debarred or suspended party?

Yes

Comment

This is clearly outlined in all bid documents and all contractors and firms who bid on County projects are required to sign a Certificate of Debarment . The County also cross checks to ensure no transactions are made with any debarred or suspended parties.

24. Program Income - Does an effective system of internal controls exists to provide reasonable assurance that program income is correctly earned, recorded, and used in accordance with the program requirements?

Yes

Comment

Each program and/or grant award has it's own account and cost center ensuring program income is properly recorded in accordance with program and grant award requirements.

25. Reporting - Does an effective system of internal controls exists to provide reasonable assurance that reports of federal awards submitted to the federal awarding agency include all activity of the reporting period, are supported by underlying accounting or performance records, and are fairly presented in accordance with program requirements?

Yes

Comment

26. Subrecipient Monitoring - Does an effective system of internal controls exists to provide reasonable assurance that: a. Federal award information and compliance requirements are communicated to subrecipients?

Yes

Comment

b. Subrecipient performance is monitored?

Yes

Comment

All sub-recipients are required to provide the County monthly reports at a minimum.

c. Subrecipient audit findings are resolved, and the impact of any subrecipient noncompliance on the pass-through entity is evaluated?

Yes

Comment

The County has not had any instances in at least 20 years of sub-recipient non-compliance. The County is vigilant on monitoring sub-recipients.

d. A risk assessment of the subrecipient is performed?

Yes

Comment

e. Subrecipient eligibility is assessed?

Yes

Comment

27. Time-keeping - Does an effective personnel time system exists which has the capability to create periodic reports of activities and time of each employee whose compensation is charged to a project that employee works on, including each Federal assistance program?

Yes

Comment

All County employees both exempt and non-exempt are required to maintain and submit time sheets each pay period. Staff who may be compensated with the use of federal or state funds report and record those hours which are reviewed and approved by the County Administrator.

Self-Assessment Questions: Information and Communication

28. Are external and internal Communication channels established between organization and (1) federal agency, (2) state agencies, (3) subrecipients, (4) contractors and vendors, and (5) other stakeholders?

Yes

Comment

The County works closely with both federal and state agencies as well as subrecipients, contractors, and other stakeholders and parties.

29. Is information related specifically to federal fund awards (including grant agreements, program guidelines, legal requirements, required reporting and other requirements), communicated to relevant internal and external stakeholders?

Yes

Comment

The County provides information and documents to all relevant internal and external stakeholders. In addition, all documents including but not limited to grant agreements, policies, and bid documents are available to the public on the County website. If a citizen or stakeholder does not have access to the internet, hard copies are provided upon a public records request.

30. Does the organization have management, information and accounting systems in place that are designed to meet all federal and grant specific program requirements, including reporting and record retention requirements?

Yes

Comment

31. Do information systems policies and procedures exist for the safeguarding of data, including personally identifiable information (PII), authorization and addition of system users, termination of user rights, information back-up and recovery, and retention and destruction of data?

Yes

Comment

Records are stored on site as well as an off site records repository to ensure for records recovery and retention .

32. Is access to data, including PII, protected against unauthorized access and limited to appropriate individuals based on job functions?

Yes

Comment

Self-Assessment Questions: Monitoring

33. Are the associated grant fund operations regularly assessed by an internal auditor, Inspector General and/or external audit function (Uniform Guidance Audit)?

Yes

Comment

An annual audit is provided by June 30 of each year to all federal and state funding agencies as well as the Federal Clearinghouse and the State of Florida Inspector General.

34. Does the organization formally respond to all internal audit, Inspector General and external audit findings in writing and make timely remedial actions/corrections?

Yes

Comment

The County has not had any audit findings for more than twenty years but in the event there would be a finding, the County would respond immediately and take immediate action and/or corrections.

35. Does management periodically review all reports, deliverables, expenditures, and other requirements related to federal grant programs to ensure that guidelines and requirements are being met?

Yes

Comment

CERTIFICATION OF APPLICANT'S AUTHORIZED OFFICIAL (REQUIRED)

I certify that the statements made on this form are true, accurate, and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under the applicable law.

[Name of Authorized Official]

Jamie English

[Title of Authorized Official]

Chairman

[Signature (By typing your full name, if other than the Authorized Official above, you are an authorized submitter of this OSA)]

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to authorize signature of Supplemental Settlement Agreement for Root v. Taylor County.



MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: To finalize payment of fees.

Recommended Action: Sign agreement

Fiscal Impact: \$33,514.98

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

Options: N/A

Attachments: Supplemental Settlement Agreement

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

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

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

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

June 30, 2023

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

Re: Root vs. Taylor County

Dear Lawanda:

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

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

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

Respectfully,


Conrad C. Bishop, Jr.

Cc: Hon. Gary Knowles
Robin Wimmer

SUPPLEMENTAL SETTLEMENT AGREEMENT
REGARDING FEES AND COSTS

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

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

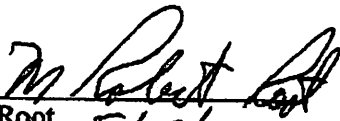
2. That Plaintiffs, Robert and Velinda Root, shall have and recover of and from Taylor County the sum of **Twenty-Nine Thousand Four Hundred and No/100 Dollars (\$29,400.00)** in full payment for attorney fees due from Taylor County under the Parties' Settlement Agreement.


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


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

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

PLAINTIFFS:


Robert Root 5/13/23

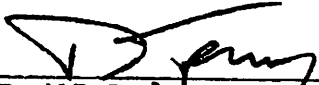

Velinda Root 5/13/23


J. Stanley Chapman, Esq.
Attorney for Plaintiffs,
Bob and Velinda Root 6/1/23

TAYLOR COUNTY:

By: _____

Its: _____


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

MARK WIGGINS, TAX COLLECTOR

OFFICE OF THE TAX COLLECTOR

Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 22, 2023

Honorable Jamie English, Chairperson
Taylor County Board of County Commission
Perry, FL 32347

Mr. English,

Attached please find the Annual End of Year Recapitulation Report for the
Non Ad Valorem Rolls in our county for 2022.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



**TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2022**

EVERY SPACE MUST BE FILLED IN
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE. WRITE "NONE".

LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	SCALLOP BAY (9)	GULF COAST ESTATE (10)	TOTAL NON AD VALOREM TAXES (11)
-----------------	-------------------	-----------------	-------------------------	------------------------------	---------------------------	------------------------------	-------------------------------	-----------------------	------------------------------	--

DEBITS:

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	1,728,914	5,005	6,510	1,540	5,550	1,125	20,158	1,679	2,506	4,490	1,777,477
2. Plus Additions to the Roll	1,386										1,386
3. Less Subtractions from the Roll including Rounding Error											
4. Penalties Collected on Current Roll	5,803	10	11	5	12	1	51	6		10	5,909
5. Total Taxes Levied on 20__ Tax Roll	1,736,103	5,015	6,521	1,545	5,562	1,126	20,209	1,685	2,506	4,500	1,784,772

CREDITS:

6. Prior Year Corrections	1,632,494	4,864	6,338	1,513	5,348	1,087	19,619	1,635	2,421	4,365	1,679,684
7. Discounts Allowed (including Individual Tax Sale Certificates)	43,812	151	183	32	164	39	590	50	85	135	45,241
8. Total Cash Credits on Collections (6 + 7)	1,676,306	5,015	6,521	1,545	5,512	1,126	20,209	1,685	2,506	4,500	1,724,925
9. Warrants Pending											12,891
10. County Tax Sale Certificates	12,841				50						46,956
11. Errors and insolvencies	46,956										
12. Uncollected Taxes Due to Pending Litigation County Held Tax Deed	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
13. Penalties and Interest on Warrants	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
14. Over (-) or Under (+) Collected											
15. Total Credits	1,736,103	5,015	6,521	1,545	5,562	1,126	20,209	1,685	2,506	4,500	1,784,772

(Lines 5 and 15 Should Balance)

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/21/2023 Signature: Mel Mcj Tax Collector

INPUT	DATE
Amended	

MARK WIGGINS, TAX COLLECTOR

OFFICE OF THE TAX COLLECTOR

Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 22, 2023

Honorable Jamie English, Chairperson
Taylor County Board of County Commission
Perry, Fl 32347

Mr. English,

Attached please find the Annual End of Year Recapitulation of Error & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2022.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke





**REPORT OF DISCOUNTS,
DOUBLE ASSESSMENTS, AND INSOLVENCIES**

Section 197.492, Florida Statutes

ERRORS,

R. DR09-505/17

Rule 12D-16.002, F.A.C.

Eff. 09/17

Certified to the Board of County Commissioners by MARK WIGGINS, Tax Collector for TAYLOR County, Florida.

Discounts, errors, double assessments, insolvencies, and exemptions are the only reasons for not collecting personal property taxes. Do not list any personal property tax item unless it is uncollectible. Do not take credit for items which are expected to be collected and remitted later.

Before submitting this list to the board of county commissioners, the tax collector must fill out and sign the certificate at the end of this form as the last page of the report and recapitulate the amount of all taxes that will be credited.

See attached report

Name of Assessed	Account/ Property ID #	Assessed Value Deleted from Roll	Exempt Value Deleted from Roll	Millage/District Code	Tax Increase	Tax Decrease	Correction #	Litigation/ Insolvent	Reason/ Status

{table continues as long as needed}

District Type	District Code	District Name	Increase	Decrease	Net
C	CO	COUNTY	1019.18	25,504.79	24,485.61
T	PE	PERRY	166.47	9,238.00	9,071.53
S	ST	SCHOOL ST	469.57	12,824.51	12,354.94

continued

S	LO	SCHOOL LO	368.05	10,051.89	9,683.84
M	MST	MSTU	140.31	2,534.15	2,393.84
W	SR	SUWANNEE	47.40	1,186.09	1,138.69
L	LFI	LANDFILL	1,068.	37,138.42	36,070.42

	Increase	Decrease	Net
Correction Totals	10,751.	118,727.	107,976..
Total Insolvent			
Total Litigation			
DISCOUNTS		988,234.	988,234.
Grand Totals	10,751.	1,106,961.	1,096,210.

INSTRUCTIONS

To Tax Collectors:

1. Use this for the last sheet on your report of discounts, errors, double assessments, and insolvencies.
2. Do not list any item without showing the reason for reduction in the right-hand column.
3. As much as possible, group together all items coming under one heading. For instance, place all errors under one heading, all double assessments under another, exemptions under another, etc.
4. For exemptions, specify whether widow, veteran, homestead, disability, etc.

Tax Collector Recapitulation

I, MARK WIGGINS, Tax Collector of TAYLOR County, Florida, certify this is a report of all discounts, errors, double assessments, insolvencies, and federal bankruptcies on the assessment roll for 20__ ; that the discounts were actually earned for the month as shown; that the attached list shows all errors and double assessments as the property appraiser certified; that I have allowed no exemptions, other than those the attached list shows as certified by the property appraiser; that each item marked insolvent on the attached list is in fact insolvent and, although I have made a diligent search, I have been unable to find the tangible personal property to levy on to enforce the payment of the tax; and that I have not collected any of the items on the attached list.

I am entitled to credit against the 2022__ assessment roll on the following amounts:

Discounts	942,993.
Errors	62,406
Double Assessments	
Insolvencies	
Federal Bankruptcies	
NON-AD DISCOUNT	45,241.
NON-AD ERROR	45,570.
Total	1,096,210.



Signature, Tax Collector

TAYLOR

County

6-21-2023

Date

TAYLOR COUNTY
Tax Collector : MARK WIGGINS

Date Jun-21-2023

Correction Register

Tax Year	2022
Run Number	
Start Correction Date	10/28/2022
End Correction Date	06/12/2023
Report Type	Print ALL Corrections
Reason Code	
Start Correction Number	0
End Correction Number	0
District Type	
District Code	
Report Sequence	Account Number
Run With Update	N
Reprint Update	Y

Disclaimer - The assessed values displayed on this report reflect the overall County assessed value and not necessarily assessed value of each authority represented on the parcel.

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
ELI ROBERTS & SONS	P09633-169	2022	0		-129.69	9633169	PA'S KEY PUNCH ERROR
SOUTHERN VITREORETINAL	P09633-180	2022	0		-3,167.13	9633180	OUT OF BUSINESS
LUNDY JIMMY & NANCY & HENRY	R01026-250	2022	11,260		-178.00	11414	MOVED TRAVEL TRAILER
KNOWLES CHARLTON & ELBY NELL	R01026-300	2022	23,230		-178.00	11421	LANDFILL MOVED
KNOWLES CHARLTON & ELBY NELL	R01026-300	2022	23,230		-178.00	11415	LANDFILL MOVED
RATHMAN DENNIS J & NIPPER	R01042-364	2022	12,190		-178.00	11499	MOVED TRAVEL TRAILER
RATHMAN DENNIS J & NIPPER	R01042-364	2022	12,190		-178.00	11513	MOVED TRAVEL TRAILER
EDWARDS TOMMY M & LISA L	R01042-500	2022	21,690		-178.00	11453	MOVED TRAVEL TRAILER
EDWARDS TOMMY M & LISA L HW	R01042-900	2022	1,770		-178.00	11463	NO POWER
LINDSEY BENJAMIN NEEL ESTATE	R01093-000	2022	138,290		-1,736.53	1093000	PA'S KEY PUNCH ERROR
LEWIS JANE A	R01098-000	2022	42,910		-178.00	11494	INDIGENT LFI
THORNE DONALD	R01101-110	2022	21,770		-450.77	1101110	VALUE CHANGE
THORNE DONALD	R01101-120	2022	21,770		-450.77	1101120	VALUE CHANGE
PADGETT MICHAEL R & PADGETT	R01106-225	2022	8,940		-356.00	11416	NOT LIVING UNIT LFI
MOON MARY E & ELIZABETH L	R01106-260	2022	7,850		-178.00	11497	LANDFILL MOVED
ETHRIDGE JAMES D & KATHY	R01157-717	2022	25,970		-178.00	11404	LANDFILL MOVED
SHEFFIELD WANDA	R01160-318	2022	418,250		-4,238.30	1160318	VALUE CHANGE
PHELPS BRANDON B & SHARON B	R01216-535	2022	34,070		-178.00	11539	INDIGENT LFI
PRESCOTT DAVID D TRUSTEE	R01263-000	2022	6,560		-178.00	11452	NOT LIVABLE LFI
YOUNG JOHN CHRISTIAN & KEVIN	R01282-000	2022	92,390		-356.00	11520	SPLIT
YOUNG KENNETH DALE & CRISTINA	R01282-100	2022	93,300	178.00		11521	SPLIT
YOUNG ANDREW D & CARLA R HW	R01282-200	2022	55,800	178.00		11522	SPLIT
EDWARDS SAM ESTATE & EDWARDS	R01394-000	2022	31,510		-356.00	1139435	LANDFILL MOVED
KNOWLES LUCILLE	R01417-000	2022	30,890		-2.86		UNDER MINIMUM
ROSENBERG GERALD	R01424-000	2022	143,330		-178.00	11409	INDIGENT LFI
RICHARDS MARK & DEBRA	R01432-015	2022	25,800		-178.00	11538	INDIGENT LFI
WILLIAMS KEVIN & STEDING J &	R01542-100	2022	1,400		-356.00	11456	VACANT PROPERTY LFI
WEEKS MARVIE P & WEEKS GARRY	R01619-420	2022	35,320		-178.00	11525	INDIGENT LFI
TERRY WILLIAM KENNETH ET AL	R01619-800	2022	82,250		-178.00	11422	INDIGENT LFI
SHAW LOUIS W JR & LISA ANNE	R01806-000	2022	7,200		-178.00	11425	NOT LIVING UNIT LFI
WRIGHT RICKY D & GWENDOLYN A	R01817-000	2022	2,440		-178.00	11490	INDIGENT LFI
ROBERTS DEVIN CALEB	R01861-000	2022	42,320		-178.00	11501	MOVED MOBILE HOME
LYTLE RICHARD D & BARBARA	R01872-100	2022	11,930		-178.00	11505	NOT LIVABLE LFI
DRAKE AUDREY L & CHARLES F	R01978-625	2022	172,350		-564.94	1978625	PA'S KEY PUNCH ERROR

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
WHITFIELD WILLIAM V & MOLLY	R02033-020	2022	120,560	1,418.65		2033020	VALUE CHANGE
WHITFIELD JANE W	R02033-024	2022	93,390		-1,418.64	2033024	MOVED MOBILE HOME
DUERSON RONALD & MORFIN	R02041-410	2022	21,540		-178.00	11426	MOVED TRAVEL TRAILER
SHOEMAKER RONALD J	R02041-750	2022	13,830		-534.00	11512	LANDFILL MOVED
RATLIFF CLARA D	R02042-400	2022	21,350		-125.44	2042400	VALUE CHANGE
WILSON BARBARA A & ROLAND	R02063-000	2022	28,870		-58.78	2063000	PA'S KEY PUNCH ERROR
CRUCE COREY ONEAL	R02066-000	2022	20,600		-178.00	11483	LANDFILL MOVED
BRANNEN MARGIE A & CHARLES M	R02108-000	2022	108,220		-463.05	2108000	PA'S KEY PUNCH ERROR
MARINE BRENDA	R02137-050	2022	123,190		-178.00	11498	LANDFILL MOVED
FRENCH GARY & NANCY JANE HW	R02161-110	2022	2,040		-2,724.94	2161110	VALUE CHANGE
MOSS CHARLES	R02202-000	2022	25,270		-254.81	220200	VALUE CHANGE
TRAYNOR GARY WAYNE & EVA	R02218-060	2022	4,920		-178.00	11397	INDIGENT LFI
CARLTON MELISSA	R02218-075	2022	67,590		-311.51	221075	PA'S KEY PUNCH ERROR
ONEAL JOSEPH S & WARD TERESA	R02218-440	2022	16,630	240.95		2218440	PA'S KEY PUNCH ERROR
SPARKS BRANDIE R	R02218-600	2022	11,260		-178.00	11502	RV FOR TRAVEL
BENNETT BARBARA A & SLAUGHTER	R02251-000	2022	45,870		-178.00	11417	INDIGENT LFI
WHIDDON EDDIE LAMAR	R02307-000	2022	2,900		-178.00	11455	RV FOR TRAVEL
OWENS BETTY	R02319-500	2022	17,690		-178.00	11423	INDIGENT LFI
HOOKE ROBERT M & JESSICA HW	R02342-350	2022	12,440		-4,595.16	2342350	VALUE CHANGE
PETERSON JOHN R & JOAN S JT	R02372-000	2022	55,210		-179.60	2372000	VALUE CHANGE
ODOM LYNDAL M	R02427-000	2022	113,410		-631.88	242700	PA'S KEY PUNCH ERROR
PARIS RALPH EARL	R02437-300	2022	23,580		-178.00	11403	LANDFILL MOVED
WILLIAMS DUSTIN P & STACIE R	R02459-150	2022	398,350		-839.03	2459150	PA'S KEY PUNCH ERROR
MOSES TERRY LEE LE	R02665-000	2022	44,190		-178.00	11396	INDIGENT LFI
DIXON MICHAEL	R02678-000	2022	110,140		-1,187.91	2678000	PA'S KEY PUNCH ERROR
COURTNEY WILLIAM DEVAN	R02713-000	2022	112,810		-839.03	2713000	PA'S KEY PUNCH ERROR
PAGE MALCOLM STUART	R02720-000	2022	102,700		-688.64	2720000	EXEMPTION ADDED
CARTER EVELYN E LE	R02774-678	2022	35,840		-178.00	11441	INDIGENT LFI
HOLDEN JOE J	R02776-305	2022	12,280		-178.00	11444	INDIGENT LFI
MORGAN MONROE E & AMBER L HW	R02778-010	2022	25,100		-764.18	2778010	PA'S KEY PUNCH ERROR
MILLER CHARLES A JR	R02778-300	2022	1,390		-178.00	11405	NOT LIVING UNIT LFI
SMYRNIOS HANNAH B	R02784-155	2022	100,070		-520.71	2784155	PA'S KEY PUNCH ERROR
SLAUGHTER MICHAEL R & JOHN E	R02874-000	2022	53,680		-178.00	11535	INDIGENT LFI
DALTON KENNETH L	R02908-000	2022	33,360		-178.00	11480	NOT LIVABLE LFI

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
CHURCH OF GOD IN CHRIST INC	R03432-000	2022	71,400			3432000	PA'S KEY PUNCH ERROR
CHURCH OF GOD IN CHRIST INC	R03432-000	2022	71,400		-1,401.09	3432000	PA'S KEY PUNCH ERROR
LAVALLÉ JOSEPH & LADONNA HW	R03829-000	2022	407,070		-7,987.98	3829000	PA'S KEY PUNCH ERROR
RITCH JANETT	R04276-000	2022	2,060		-553.89	4276000	MOVED MOBILE HOME
FERGUSON ALVIS & ANANDA R HW	R04608-000	2022	39,650		-373.43	4608000	VALUE CHANGE
BARKER ROY A	R04807-000	2022	24,950		-77.70	4807000	VALUE CHANGE
COLLINS JOHN D	R04891-000	2022	2,120		-897.17	4891000	VALUE CHANGE
MOLDEN KELVIN & MONIQUE HW	R05145-500	2022	146,110		-1,249.99	5145500	VALUE CHANGE
BROOKS XAVIER SAVON	R05241-000	2022	21,870		-668.95	5241000	EXEMPTION ADDED
MOODY MATTIE	R05290-000	2022	26,180	551.36		5290000	EXEMPTION REMOVED
MOODY MATTIE	R05290-000	2022	26,180		-551.36	5290000	EXEMPTION ADDED
BODIFORD JOHNNY & JOHN Q JT	R05537-000	2022	11,630		-178.00	11437	INDIGENT LFI
RAGANS RICHARD L & CYNTHIA G	R05622-000	2022	14,400		-139.71	5622000	VALUE CHANGE
MINGUS WILLIAM & GEORGE &	R05651-400	2022	127,270		-178.00	11413	MOVED TRAVEL TRAILER
HUNTER BARBARA F & LARRY E	R05676-000	2022	43,850		-178.00	11500	MOVED TRAVEL TRAILER
BRADSHAW JULIAN M & JACKIE	R05703-300	2022	51,150		-582.35	5703300	EXEMPTION ADDED
BRADSHAW JULIAN M & JACKIE	R05703-300	2022	51,150		-313.08	5703300	PA'S KEY PUNCH ERROR
ROGERS KYLE & MADELINE HW	R05725-534	2022	29,000		-3,878.31	5725534	VALUE CHANGE
BOLLT THEODORE TRUSTEE	R05757-010	2022	1,565,580	0.01	-2,666.44	5757010	VALUE CHANGE
LOLLIS GEORGE R & BOBBIE JEAN	R05786-863	2022	119,840	0.01	-74.42	5786863	PA'S KEY PUNCH ERROR
BLOUNT LEGARRETTE & BARBARA	R05787-110	2022	171,460		-98.14	5787110	ADDITIONAL EXEMPTION
LOLLIS GEORGE R & BOBBIE J &	R05880-000	2022	74,490		-176.02	5880000	PA'S KEY PUNCH ERROR
EDWARDS THOMAS LEO ESTATE	R05987-000	2022	21,270		-583.92	5987000	VALUE CHANGE
WILLIAMS LINDA N & GARY L	R06074-050	2022	940		-426.80	6074050	VALUE CHANGE
SADLER ELDON & JANE M	R06079-000	2022	36,150		-178.00	11471	NOT LIVABLE LFI
SNIPES SHARON	R06112-100	2022	34,160		-537.08	6112100	MOVED MOBILE HOME
WHIDDEN REYNALDA G & SANCHEZ	R06123-008	2022	59,850		-178.00	11476	INDIGENT LFI
EZELL WINDELL A & SHELBY C	R06130-000	2022	73,900		-178.00	11398	LANDFILL MOVED
WRIGHT GRAHAM C & NANCY D	R06130-080	2022	56,530			6130080	EXEMPTION ADDED
WRIGHT GRAHAM C & NANCY D	R06130-080	2022	56,530		-399.37	6130080	ADDITIONAL EXEMPTION
EZELL JOHN HENRY	R06130-200	2022	4,320	178.00		11399	LANDFILL MOVED
FALCONE SHEILA & WEBB JAN TC	R06134-100	2022	14,030		-433.80	6134100	PA'S KEY PUNCH ERROR
BEMBRY ANN CAROL	R06136-100	2022	84,330		-178.00	11477	INDIGENT LFI
HATHCOCK JOSEPH D & STILES	R06145-600	2022	14,120		-178.00	11418	INDIGENT LFI

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
BLAIR FINA M	R06169-150	2022	62,980		-178.00	11428	SPLIT
FREEMAN MARTI	R06191-100	2022	97,660		-589.58	6191100	VALUE CHANGE
WILLIAMS SHARON ROSE	R06215-000	2022	16,350		-178.00	11465	INDIGENT LFI
FAIRCLOTH LINDA	R06222-200	2022	56,120		-178.00	11489	NOT LIVABLE LFI
JONES JANE & TAYLOR H JT	R06238-000	2022	36,300		-178.00	11401	INDIGENT LFI
BAUMGARDNER JAMIE L & JACKSON	R06238-010	2022	69,640		-112.48	11509	INDIGENT LFI
CANNON JODY J	R06295-350	2022	36,050		-178.00	11536	INDIGENT LFI
FOWLER JOEY & BEVERLY	R06313-430	2022	39,470		-178.00	11507	INDIGENT LFI
KINSEY DAVID A ET AL TC	R06346-100	2022	3,700		-1,004.12	6346100	VALUE CHANGE
BUTLER RICKY B & DEBORAH L	R06403-033	2022	132,190		-178.00	11506	LANDFILL MOVED
BUTLER RICKY B & DEBORAH L	R06403-033	2022	132,190		-178.00	11506	LANDFILL MOVED
BLACKMAN GEORGE J & CHERYL A	R06403-074	2022	35,760		-445.69	6403074	PA'S KEY PUNCH ERROR
SIMMONS PATTY M	R06415-630	2022	28,140		-890.00	11429	MOVED TRAVEL TRAILER
FINKE KAREN S	R06528-100	2022	66,170		-178.00	11468	INDIGENT LFI
MOORE IRA T & KAYLEE & WEST	R06552-025	2022	58,850		-178.00	11448	MOVED TRAVEL TRAILER
JENKINS HEATHER LYNN	R06553-150	2022	29,210		-356.00	11443	NOT LIVABLE LFI
LEONARD MICHAEL J & MARTIN	R06555-605	2022	56,350		-178.00	11446	INDIGENT LFI
PELLUM NATHAN L SR	R06555-787	2022	18,540		-534.00	11434	MOVED TRAVEL TRAILER
BEARRENTINE DOUGLAS LLOYD	R06559-195	2022	14,310		-356.00	11435	MOVED TRAVEL TRAILER
BUTLER LUTHER & DARLA & RYAN	R06559-210	2022	15,200		-356.00	11449	NOT LIVABLE LFI
SHAVER PAUL JASON & VICKI	R06559-290	2022	63,230		-356.00	11485	NOT LIVING UNIT LFI
STRICKLAND THOMAS C & ANNIE	R06560-524	2022	31,310		-356.00	11430	MOVED TRAVEL TRAILER
AVERY DANIEL L	R06562-069	2022	56,120		-178.00	11451	RV FOR TRAVEL
POPPELL AMANDA FAYE	R06562-114	2022	21,600		-356.00	11544	LANDFILL MOVED
PRESAS MAYRA A	R06562-386	2022	12,200		-178.00	11504	NOT LIVABLE LFI
BUCHANAN THOMAS E & THOMAS R	R06562-418	2022	12,200		-178.00	11433	NO POWER
LEMONS SETH & SYKES AUDREY	R06562-690	2022	12,940		-178.00	11496	LANDFILL MOVED
MILLARD PAUL M JR & PATRICIA	R06578-022	2022	43,570		-178.00	11486	LANDFILL MOVED
FLACK JACOB H & ELIZABETH H	R06578-054	2022	17,330		-178.00	11527	INDIGENT LFI
STRIPLING JERRY & CAROL	R06578-107	2022	102,560		-178.00	11546	RV FOR TRAVEL
PHILLIPS NANCY E	R06578-184	2022	70,280		-178.00	11493	INDIGENT LFI
HENDRIX DAVID M	R06578-229	2022	20,330		-356.00	11474	LANDFILL MOVED
CAMPBELL FRANK W & HOLLY	R06578-235	2022	19,890		-178.00	11431	MOVED TRAVEL TRAILER
BRANTLY RONALD DAVID	R06578-355	2022	15,290		-356.00	11529	LANDFILL MOVED

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
BRANTLY RONALD DAVID	R06578-355	2022	15,290	356.00		11540	OPERATOR ERROR
TUTEN GUY & BONNIE	R06578-369	2022	41,720		-178.00	11488	INDIGENT LFI
MARTIN CARLA	R06578-414	2022	26,080		-178.00	11533	INDIGENT LFI
BARKER JASON D	R06641-356	2022	20,440		-178.00	11419	VACANT PROPERTY LFI
KEATON BEACH RIDGE	R06647-000	2022	100		-356.00	11519	VACANT PROPERTY LFI
MURRAY DIANE	R06649-834	2022	20,050		-178.00	11447	MOVED TRAVEL TRAILER
GRIFFIN RANDOLPH W & FAYE Q	R06649-837	2022	20,490		-178.00	11450	MOVED TRAVEL TRAILER
POWERS MICHAEL J & JENNY HW	R06668-100	2022	188,410		-178.00	11410	COMM HAULER LFI
PADGETT PEYTON	R06913-000	2022	226,280		-148.22	6913000	PA'S KEY PUNCH ERROR
EWING GESTON G & MERRITT H G	R07120-108	2022	17,710		-178.00	11439	ERROR & INSOLVENCIES
SMITH MICHAEL W & LINDA L HW	R07120-141	2022	21,640		-178.00	11479	LANDFILL MOVED
VOLLENWEIDER EDWARD T & MARY	R07120-161	2022	78,870		-178.00	11389	MOVED TRAVEL TRAILER
RICH WILLIAM JR & BONNIE HW	R07120-162	2022	91,130		-463.09	7120162	EXEMPTION ADDED
RICH WILLIAM JR & BONNIE HW	R07120-162	2022	91,130		-356.00	11395	LANDFILL MOVED
HUGHES W D	R07260-000	2022	30,410		-178.00	11534	INDIGENT LFI
JOHNSON BUDDY BUNARD	R07264-600	2022	6,620		-356.00	11511	NOT LIVABLE LFI
CRUCE RUSSELL E	R07288-020	2022	18,190		-178.00	11420	INDIGENT LFI
FARMER SHIRLEY	R07308-110	2022	15,040		-178.00	11412	INDIGENT LFI
CRUCE JAMES D & BLASKE	R07315-100	2022	26,240		-296.45	7315100	PA'S KEY PUNCH ERROR
MORRIS TIMOTHY	R07333-000	2022	3,350		-178.00	11537	INDIGENT LFI
MITCHELL DAVID M & JOYCE A	R07337-000	2022	26,130		-178.00	11547	INDIGENT LFI
AKINS BRYANT & EVA L	R07356-025	2022	52,710		-178.00	11466	INDIGENT LFI
BASS CHAD & KRISTINA TC	R07450-000	2022	171,480		-608.32	7450000	PA'S KEY PUNCH ERROR
GUNTER EUSTIS THOMAS	R07523-000	2022	81,080		-592.46	7523000	PA'S KEY PUNCH ERROR
TAYLOR GEORGE W	R07564-200	2022	30,450		-941.36	7564200	VALUE CHANGE
TAYLOR GEORGE W	R07564-200	2022	30,450		-178.00	11400	NOT LIVING UNIT LFI
HARDAN FRANK N & KATHERINE S	R07637-010	2022	133,840		-254.60	7637010	PA'S KEY PUNCH ERROR
PADGETT CARL S & LOGAN E HW	R07652-620	2022	237,720		-1,089.43	7652620	PA'S KEY PUNCH ERROR
COLEEN PROPERTIES LLC	R07680-000	2022	19,340		-823.00	768000	VALUE CHANGE
DORMAN TALINA L ET AL TC	R07752-000	2022	106,590		-536.50	7752000	PA'S KEY PUNCH ERROR
LORENTZ MATTHEW J & MICHELLE J	R07758-000	2022	132,310		-999.94	7758000	PA'S KEY PUNCH ERROR
WILLIAMSON FULTON L & BOBBYE	R07932-000	2022	49,320		-72.44	7932000	ADDITIONAL EXEMPTION
GRIFFIN DOROTHY A LE	R07994-000	2022	24,620		-178.00	11543	INDIGENT LFI
BLUE WHITNEY & BLUE DAHLIA JT	R08030-020	2022	25,060		-62.61	8030020	VALUE CHANGE

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
CARLTON DEBORAH ANN LE	R08044-000	2022	49,490		-178.00	11408	INDIGENT LFI
WHITEILAD SUSAN ETAL	R08067-000	2022	26,330		-178.00	11442	INDIGENT LFI
KELLER KATHLEEN N	R08071-000	2022	37,930		-178.00	11518	MOVED MOBILE HOME
ANDERSON STONEY L	R08338-000	2022	145,130		-890.00	11531	NOT LIVABLE LFI
LEWIS LINDA JO & ROWELL TRACI	R08352-000	2022	9,100		-178.00	11481	NOT LIVABLE LFI
SADLER ELTON & JANE M	R08523-000	2022	16,040		-178.00	11472	NOT LIVABLE LFI
SICKLER DERRICK TRACY	R08635-115	2022	174,310		-582.35	8635115	PA'S KEY PUNCH ERROR
CREWS MARILYN D	R08776-000	2022	83,600		-178.00	11440	MOVED MOBILE HOME
LINTON JERRY D	R08784-000	2022	31,350		-356.00	11484	LANDFILL MOVED
NICHOLS STEVEN H & JEANMARIE	R08856-400	2022	96,580		-178.00	11523	NOT LIVABLE LFI
JOHNSON DEWEY W	R08873-145	2022	56,260		-534.00	11454	MOVED TRAVEL TRAILER
VANZANT TONY CLAY	R08946-400	2022	26,730		-356.00	11514	MOVED TRAVEL TRAILER
FOUR RIVERS LAND & TIMBER CO	R09102-000	2022	82,240		-1,958.00	11436	MOVED TRAVEL TRAILER
CARVER ROBERT T & SIMMONS	R09113-500	2022	9,680		-356.00	11424	LANDFILL MOVED
COXWELL BENNY J & W MARLENE	R09229-010	2022	6,830		-178.00	11427	NO POWER
WILSON DAVID & LINDA	R09274-600	2022	16,640		-178.00	11469	NOT LIVABLE LFI
LAMB MARY IRMA ET AL TC	R09324-000	2022	5,870		-178.00	11390	NOT LIVABLE LFI
BROWN JAMES H SR	R09343-000	2022	8,760		-178.00	11491	INDIGENT LFI
ROPER SHAN A & MELISSA	R09459-443	2022	35,910		-534.00	11462	NOT LIVABLE LFI
SENN LISA K	R09480-215	2022	54,000		-356.00	11515	ERROR & INSOLVENCIES
MOORE MARY LINDA C & MADEWELL	R09480-618	2022	70,010		-178.00	11391	LANDFILL MOVED
MARKLEY JULIA & JODY	R09480-635	2022	183,850		-178.00	11457	MOVED TRAVEL TRAILER
MOODY BRENDA D & WILLIAM T &	R09480-724	2022	68,660		-178.00	11541	MOVED TRAVEL TRAILER
MOODY WILLIAM T & HUNTER	R09480-725	2022	30,000		-178.00	11516	MOVED TRAVEL TRAILER
NORRIS DOUGLAS K &	R09480-729	2022	49,300		-178.00	11393	LANDFILL MOVED
NORRIS DOUGLAS K &	R09480-729	2022	49,300		-66.63	9480729	PA'S KEY PUNCH ERROR
BELYEW LUTHER D & FRANCES O	R09486-311	2022	93,780		-178.00	11392	LANDFILL MOVED
OWENS LARRY & LAURA HW	R09486-393	2022	51,980		-159.96	948639	VALUE CHANGE
MATHIS EVELYN J	R09495-658	2022	16,620	178.00		11470	ADD LFI
ALLING RICHARD J JR & LETA L	R09495-659	2022	24,370		-356.00	11411	MOVED TRAVEL TRAILER
KENNEDY SHANE	R09546-000	2022	29,090		-178.00	11461	MOVED TRAVEL TRAILER
GRAMLING DELILIA M & CHARLES P	R09557-001	2022	84,990		-178.00	11510	INDIGENT LFI
THOMPSON MARVIN & CAROLYN	R09566-000	2022	47,890		-356.00	11545	LANDFILL MOVED
MOSS RANDY DALE & LISA	R09594-250	2022	11,160		-178.00	11495	LANDFILL MOVED

Owner Name	Parcel Number	Year	Taxable Value	Increase	Decrease	Corr No.	Reason/Status
KAMPE WARREN F & BRENDA L	R09595-930	2022	15,240		-890.00	11473	NOT LIVABLE LFI
SUGAR HILL ESTATES	R09596-000	2022	41,150		-178.00	11438	SPLIT
HURLBURT MICHAEL J & ESTHER I	R09596-004	2022	183,280		-356.00	11460	MOVED TRAVEL TRAILER
MCKINNEY CHARITY A & GLENN S	R09596-085	2022	11,620		-178.00	11487	INDIGENT LFI
CAMPBELL DONALD L & CHERRI R	R09596-990	2022	3,110		-606.98	9596990	VALUE CHANGE
BAKER FAMILY REVOCABLE TRUST	R09648-000	2022	25,180		-356.00	11459	MOVED TRAVEL TRAILER
KIRKLAND RICKY E & DONNA D	R09688-000	2022	30,540		-712.00	11492	VACANT PROPERTY LFI
ROUNTREE WESLEY & MORGAN HW	R09751-200	2022	86,530		-178.00	11464	SPLIT
GALLIGAN ROBERT L	R09767-000	2022	49,100		-534.00	11475	NO POWER
SCHNEIDER VIRGINIA K	R09826-060	2022	58,170		-178.00	11407	INDIGENT LFI
SOWER OF THE SEED FOOD PANTRY	R09869-055	2022	140,950		-178.00	11467	NOT LIVING UNIT LFI
TAYLOR GALE R	R09877-095	2022	48,300		-178.00	11532	LANDFILL MOVED
CALHOUN CHARLEY R & DENISE	R09913-020	2022	88,500		-178.00	11445	LANDFILL MOVED
MARSHALL LOUISE W & MICHAEL R	R10132-000	2022	22,750		-178.00	11528	VACANT PROPERTY LFI
ARNOLD WILLIAM H & REBECCA A	R10184-170	2022	182,080		-178.00	11406	MINUS EXEMPTION
HENLEY JAMES D	R10250-280	2022	82,440		-178.00	11478	LANDFILL MOVED
CARMICHAEL JULIE & ONEAL	R10251-000	2022	18,190		-178.00	11530	INDIGENT LFI
LLOYD TAMMY K & KILPATRICK	R10366-760	2022	89,360		-582.34	1036676	PA'S KEY PUNCH ERROR
GANTENBEIN JUDY A	R10397-000	2022	62,560		-178.00	11526	INDIGENT LFI
SANGENITO TONI	R10401-000	2022	98,500		-178.00	11542	INDIGENT LFI
VANRYN STEPHEN & ANGELA &	R10459-120	2022	17,470		-534.00	11458	MOVED TRAVEL TRAILER
WINTON DANNY	R10460-000	2022	38,260		-178.00	11402	INDIGENT LFI

District Type	District Code	District Name	Increase	Decrease	Net
C	CO	TAYLOR COUNTY	1,019.18	-25,504.79	-24,485.61
T	PE	CITY OF PERRY	166.47	-9,238.00	-9,071.53
S	ST	SCHOOL - STATE	469.57	-12,824.51	-12,354.94
S	LO	SCHOOL	368.05	-10,051.89	-9,683.84
M	MST	MSTU	140.31	-2,534.15	-2,393.84
W	SR	SUWANNEE RIVER WATER MGT DIST	47.40	-1,186.09	-1,138.69
L	LFI	LANDFILL	1,068.00	-37,138.42	-36,070.42
O	SOP	OCEAN POND			
O	SOR	OAK RIDGE ESTATES			
D	SPD	DEERWOOD AT THE BEACHES			
S	STA	STEINHATCHEE ACRES			
S	STL	STRICKLANDS LANDING			
Correction Totals			3,278.98	-98,477.85	-95,198.87
Grand Totals			3,278.98	-98,477.85	-95,198.87
Total Parcel Count			215		

(11)

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 32346

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

June 21, 2023

VIA E-MAIL AND REGULAR MAIL

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

Re: Resolution – Golf Carts
Saw Grass Estates to J. L. Gibson Road (Keaton Beach)

Dear LaWanda:

Attached is a Resolution that I was asked to prepare.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles (via e-mail)

TAYLOR COUNTY RESOLUTION NO. _____

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

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

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

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

PASSED AND ADOPTED in regular session this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.**

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

NOTICE

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a Resolution for the setting of speed limit on certain roads in Keaton Beach. The Public Hearing shall be held at the County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida at the regular meeting to be held on **MONDAY, JULY 10, 2023,** at **6:00 P.M.,** or as soon thereafter as possible. The Resolution is for the setting of the speed limit of 25 mph on certain roads in Keaton Beach.

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

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

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

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

LEGAL SECTION

1 ISSUE

FRIDAY, JUNE 30, 2023

BILL T.C.B.C.C.

Served as interim CEO for 90 days in 2021

Faison-Clark served on DMH board for 10 years

DMH CEO

Continued from page 1

20 meeting. "As of a week ago yesterday, I became the interim CEO of your hospital. I'm new to this role, but I'm not new to the hospital. I've served on the (DMH) board for 10 years, along with Mark O'Bryen, as representatives from Tallahassee Memorial HealthCare.

"Back in 2021, in the middle of the pandemic, we had a gap in leadership when Tom Stone left and before Chris Schmidt started — because it was going to take 90 days for him to start," she said.

"The board said they could not handle another transition, and asked me if I would step in as interim CEO back then.

"I will be honest with you. It was the most rewarding and career-changing moment — those 90 days. It was a crazy time. We opened the ICU unit. We were doing a lot. And, those people and

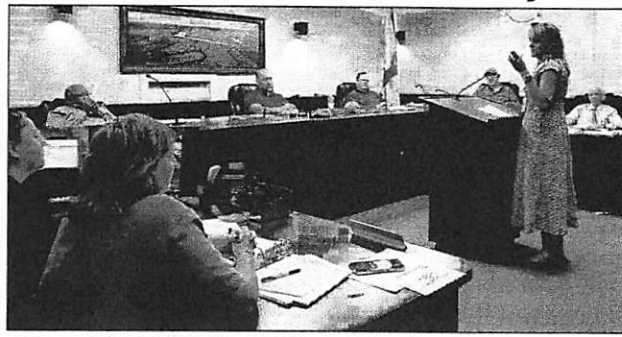
that place have stuck with me since then," she said.

"So, now when we've found ourselves with another gap in leadership, I was asked to step up again," Faison-Clark said. "I want you to know, my commitment is to hopefully stay for the long haul this time and to make that hospital a thriving center for quality healthcare."

"We are turning over every stone right now looking for efficiencies, looking for new services to grow, looking for what this community needs, because people should not be going back and forth to Tallahassee for their healthcare."

"I see the hardships when they get there. I've seen it from both ends. My commitment is to help build these bridges and relationships to bring more services locally and bring more doctors who agree," she said.

Faison-Clark said she met with County Administrator LaWanda Pemberton the



Newly-appointed Doctor's Memorial Hospital (DMH) interim CEO Lauren Faison-Clark addresses the Taylor County Commission during the board's June 20 meeting. "I want you to know, my commitment is to hopefully stay for the long haul this time and to make that hospital a thriving center for quality healthcare," she told the commission.

previous week to discuss the hospital.

"LaWanda was very gracious to have a meeting with me and listen to me for an hour and a half," she said. "I am very excited, because

you have incredible people that work at this hospital, and they have been beat

up, and I'm ready to step in from the sidelines and help them make this a viable business where people can

get quality healthcare."

She invited the commissioners to meet with her, as well as their constituents, to discuss any concerns they might have.

"I would love your input,

because I want you to be our partners in helping make

this place a great place for healthcare, because the staff are already working hard to make it happen," Faison-Clark added.

TMH's chief health operations officer also joins board

DMH BOARD

Continued from page 2

board and would like to serve the last term available to me. I have served in various leadership positions and currently serve as chairman of the board.

"We have made some very positive steps forward in the last couple of years, and I would like to continue to be a part of helping the hospital service and thrive in the rural environment we live."

In answering a question regarding his opinions on the strengths and weaknesses of DMH, Barbaree said, "The strength is a very competent staff of professionals and an excellent CEO who is dedicated to making the hospital a success both in the service provided as well as financially. Additionally, we are fortunate to have a great facility that is the envy of other rural hospitals."

The weakness is that we are a rural hospital that depends on a payment

system that is government controlled (Medicare and Medicaid)," Barbaree continued. "A little over one-half of the revenue comes from this source. The age of the building is a real concern and the lack of enough cash flow to replace worn-out equipment and infrastructure exacerbates the issues."

"I greatly appreciate the interest the commission has taken in the success of the hospital," Barbaree said in conclusion. "The designation of the one-quarter of one-percent sales tax is a very important part of keeping the building up. Knowing it is there to cover the unexpected is real important to providing medical care to our community."

• Sherri Ellis is a graduate of Taylor County High School, Florida A&M University with a bachelor of science in mechanical engineering; and Central Michigan University with a master of administration and human resources.

Ellis has more than 26 years of experience in process management and operations, project planning and implementation. After a successful career in the automotive manufacturing industry, she recently returned to Perry and is looking forward to sharing her vast experience and expertise to help strengthen and support DMH.

In her application, Ellis stated, "I was born and raised in Perry and within the last year relocated from Michigan back to Perry. I love my city, county and community and would love to be a part of the board for DMH."

"I have had great experiences with DMH, as well as Roll-up-great," she said. "I believe that as a board member, we, as a unit, can help create more of those great experiences for others."

Regarding her opinions on the strengths and weaknesses of DMH, Ellis said, "Weaknesses consist of perception of DMH

and what it has the ability to do for its patients and community. The strength is that it is open and serving. We need to promote the strengths."

Regarding how she felt her selection would benefit the DMH board, Ellis said, "I have a unique and diverse viewpoint coming from an automotive manufacturing background steeped in management solutions and standardization, as well as safety. I manage over \$1 billion in operational budget, capital and expense yearly."

• Scott Barton is a graduate of Holmes County High School, Chipola College and the University of Florida with a bachelor of science in chemical engineering. Barton has worked with GP's Foley Cellulose for 27 years. He also served as a board member for Buckeye Community Federal Credit Union, chairman of First Baptist Church in Perry's stewardship committee and the campaign and allocation

team for the Taylor County United Way.

In his application, Barton stated he wished to serve on the DMH board because: "My passion is to help people and small towns. My father, brother and both daughters work in the medical field, so I have an understanding of some of the issues facing the hospital. Also, having worked over 27 years at Foley Cellulose gives me a large network to influence."

Asked to explain why his selection would benefit the DMH board, Barton said, "My knowledge attained through serving on the board at BCFU, in addition to many years working for a large corporation, gives me insight to the challenges facing businesses today."

As for his opinion on the strengths and weaknesses DMH, Barton said, "DMH has a beautiful physical plant, which in itself is a strength. I also believe that a very strong management staff is in place."

• Andrew Starr

currently serves as president and chief health operations officer for TMH. With more than 20 years of experience, Starr is a collaborative leader who has demonstrated operational and fiscal results in multiple complex healthcare systems. He is a graduate of State University of New York at Oswego and Xavier University where he earned a master of business administration and master's in health services administration.

New board members were welcomed to DMH on June 24 for orientation and began their board service at the June 27 board meeting.

"DMH is fortunate to have the strong leadership and strategic vision of our board members as a foundation for success," Faison-Clark said. "We appreciate the commitment of our new members and look forward to working together for the good of our hospital and our community."

LEGALS

(Continued from page 10)

the north 1/2 of Lot 8, all of Block 2 located in Quindale Subdivision, contains 3.29 acres, more or less. Section 24 Township 04 Range 07, Taylor County, FL official record 635 page 136.

Name in which assessed: Bobbie Ann O'Quinn. Said property being in the County of Taylor, State of Florida. Unless such certificate shall be redeemed according to law, the property described shall be sold to the highest bidder at the courthouse door on the 17th day of July, 2023 at 11:00 a.m.

Dated this 16th day of June, 2023.

Signature: Gary Knowles
Clerk of Circuit Court
Taylor County, Florida

NOTICE OF APPLICATION FOR TAX DEED

TDA 23-027

NOTICE IS HEREBY GIVEN, that IDE Technologies, Inc., the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, year of issuance, description of the property and the names in which the property was assessed are as follows:

Certificate Number 363
Year of Issuance 2021
Description of Property: Parcel Number: R04650-000
Described as: Blair-Hinley Addition; Lots 2,3,4, of Block 1, Contains 14.40 acres, more or less. Section 24 Township 04 Range 07 - Taylor County, FL.

Name in which assessed: Emma Taylor Estate c/o Gertrude Palmer. Said property being in the County of Taylor, State of Florida. Unless such certificate shall be redeemed according to law, the property described shall be sold to the highest bidder at the courthouse door on the 17th day of July, 2023 at 11:00 a.m.

Dated this 16th day of June, 2023.

Signature: Gary Knowles
Clerk of Circuit Court
Taylor County, Florida

NOTICE OF APPLICATION FOR TAX DEED

TDA 23-028

NOTICE TO HEREBY GIVEN, that IDE

Technologies, Inc., the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, year of issuance, description of the property and the names in which the property was assessed are as follows:

Certificate Number 617
Year of Issuance 2021
Description of Property: Parcel Number: R05493-000
Described as: J.H. Parker Subdivision; Lot 6 & South 1/2 of Lot 3, of Block 2, Contains 0.29 acres, more or less. Section 26 Township 04 Range 07, Official record 211-414, 818-47 - Taylor County, FL.

Name in which assessed: ST Wealth Partners, LP. Said property being in the County of Taylor, State of Florida. Unless such certificate shall be redeemed according to law, the property described shall be sold to the highest bidder at the courthouse door on the 17th day of July, 2023 at 11:00 a.m.

Dated this 16th day of June, 2023.

Signature: Gary Knowles
Clerk of Circuit Court
Taylor County, Florida

NOTICE OF INTENTION TO REGISTER FICTITIOUS NAME TO WHOM IT MAY CONCERN: Notice is hereby given that the undersigned, pursuant to the fictitious name statute, Chapter 20953 of Statutes, 865.05, Florida of State, Corporation Division, Tallahassee, Florida, upon receipt of proof of publications of this notice the fictitious name, to-wit: Swift Creek Outfitters under which we'll engage in business. (we expect to engage in business in Perry, Florida and our address is: 122 Ridge Rd., Perry, FL, 32348. The extent of ownership is "Tanner K. Schwab 100%.

NOTICE

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

Building in Perry, Florida at the regular meeting to be held on MONDAY, JULY 10, 2023, at 6:00 P.M., or as soon thereafter as possible. The Resolution is for the setting of the speed limit of 25 mph on certain roads in Katonah Beach. The proposed Resolution may be inspected by the public at the office of the Clerk of Court, located at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are

welcome to attend. Notice is further hereby given, pursuant to Florida Statute 266.0105, that any person or persons desiring to appeal any matter considered at this Public Hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Public Hearing may be

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

DATED this 20th day of June, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk to the Board of County Commissioners of Taylor County, Florida.

NOTICE OF PUBLIC SALE:

L. H. Thomas, Inc. gives notice that on 6/30/2023 at 2:00 p.m. the following vehicle (s) may be sold by public sale at 125 East Park Street, Perry, Florida 32348 to satisfy the lien for the amount owed on each vehicle for any recovery, towing, or storage service charges and administrative fees allowed pursuant to Florida statute 713.78. 204H03DG88628113 2011 DODGE

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval for the installation of a 6' X 20' floating dock at Hodges Park for emergency services.



MEETING DATE REQUESTED:

Statement of Issue: The Florida Department of Environmental Protection and The Army Corps of Engineers have approved permits for the construction of a 911 Dock located at Hodges Park/Keaton Beach Canal.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: None, dock materials have been donated. Sheriff Padgett is paying for any additional materials and labor.

Submitted By: John Louk, Director of Emergency Management

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has been in need of a county managed/owned dock for emergency vessels. The TCSO 911 Dock will allow immediate access to ALS transport upon entering the Keaton Beach canal.

Options: APPROVE/ DO NOT APPROVE

Attachments: FL DEP and Army Corps of Engineers construction permits.



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permittee/Authorized Entity:

Taylor County
Attn: John Louk
108 North Jefferson Street
Perry, Florida 32347
john.louk@taylorsheriff.org

Taylor County 911 Dock

Environmental Resource Permit

State-owned Submerged Lands Authorization – Granted

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

**Taylor County
Permit No.: 62-0154658-005-EI**

**Permit Issuance Date: June 27, 2023
Permit Construction Phase Expiration Date: June 27, 2028**

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Taylor County
Permit No: 62-0154658-005-EI

PROJECT LOCATION

The activities authorized by this permit are located at 21275 Keaton Beach Drive in Taylor County Hodges Park (Parcel ID 06836-000) Perry, Florida 32348 in Section 35, Township 7 South, Range 7 East, at latitude 29°49'7.8791" North, -83°35'36.0874" West in Taylor County.

PROJECT DESCRIPTION

The permittee is authorized to install a 200 square foot dock consisting of a 6 ft by 20 ft floating platform with a 4 ft x 20 ft gangway. The proposed dock will be located adjacent to the existing, previously authorized, Taylor County pier in Hodges Park. The project is within the Gulf of Mexico, a class III Florida waterbody. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Taylor County 911 Dock

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21 F.A.C.

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the

Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. Prior to commencement of work authorized by this permit, the permittee shall provide written notification of the date of the commencement and proposed schedule of construction to the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

2. This permit does not authorize the removal of any vegetation within the jurisdictional area. No dredging, filling, or other construction activity, including the removal of tree stumps and/or vegetative root masses, shall be conducted within the wetlands other than that performed within the specifically authorized work corridor.
3. Outside the specific limits of construction authorized by this permit, any disturbance of or damage to wetlands shall be corrected by restoring pre-construction elevations as to maintain natural hydrology, drainage patterns, and planting vegetation of the same species, size, and density that exist in adjacent undisturbed wetland areas.
4. The project shall comply with applicable State Water Quality Standards, namely:
 - a. Surface Waters, Minimum Criteria, General Criteria – Rule 62-302.500, F.A.C.
 - b. Class III Waters – Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife. – Rule 62-302.400, F.A.C.
5. There shall be no storage or stockpiling of tools, equipment, materials (e.g., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in this permit. Any and all construction debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized by this permit.
6. There shall be no discharge of construction debris into the waters of the state as conditioned by this permit enforceable under the Florida Litter Law 403.413, F.S., by all law enforcement officers.
7. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, 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 vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and 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 permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

SPECIFIC CONDITIONS – DOCKS

8. Proposed dock will be constructed a minimum of 5 ft from the existing pier.
9. Water depth at the mooring area shall be sufficient to prevent bottom scouring by boat propellers.
10. No portion of the boat slip/mooring area shall be constructed over submerged grass beds.
11. The waterward end of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.
12. Any non-water dependent structures shall be located on the uplands.
13. This permit does not authorize enclosures.
14. No overboard discharges of trash, human or animal waste, or fuel shall occur at the dock.

SPECIFIC CONDITIONS – MANATEE

15. The Standard Manatee Construction Conditions for In-water Work (2011) must be followed for all in-water activity.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

16. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

17. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

18. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, 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 vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.
11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

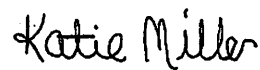
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Katie Sula Miller
Permitting Program Administrator

KSM: ma

Attachments

Standard Manatee Construction Conditions 2011

Construction Commencement Notice/Form 62-330.350(1)

As-Built Certification and Request for Conversion to Operation Phase 62-330.310(1)

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity, 62-330.310(2)

Project Drawings & Aerial, 3 pages

Letter of Concurrence, 2 pages

Copies furnished to:

Katie Miller, FDEP NED

Paul Duff, FDEP NED

Shannon Taylor, FDEP NED

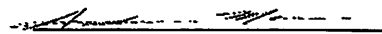
Mary Ahmad, FDEP NED

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were sent before the close of business on June 27, 2023, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.


Clerk

June 27, 2023
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

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

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

CONSTRUCTION COMMENCEMENT NOTICE

Instructions: In accordance with Chapter 62-330.350(1)(d), F.A.C., complete and submit this form at least 48 hours prior to commencement of activity authorized by permit.

Permit No. _____ Application No. _____
Project _____
Name _____ Phase _____

Construction of the system authorized by the above referenced Environmental Resource

Permit and Application, is expected to commence on _____, 20____
and will have an estimated completion date of _____, 20____

PLEASE NOTE: If the actual construction commencement date is not known within 30 days of issuance of the permit, District staff should be so notified in writing. As soon as a construction commencement date is known, the permittee shall submit a completed construction commencement notice form.

Permittee's or Authorized Agent's Signature

Company

Print Name

Title

Date

E-mail

Phone Number



As-Built Certification And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: _____ Application No: _____ Permittee: _____
Project Name: _____ Phase or Independent Portion (if applicable): _____

I HEREBY CERTIFY THAT (please check only one box):

- ☐ To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By: _____ (Print Name) (Fla. Lic. or Reg. No.)
Signature
(Company Name) (Company Address)
(Telephone Number) (Email Address)
AFFIX SEAL
(Date)

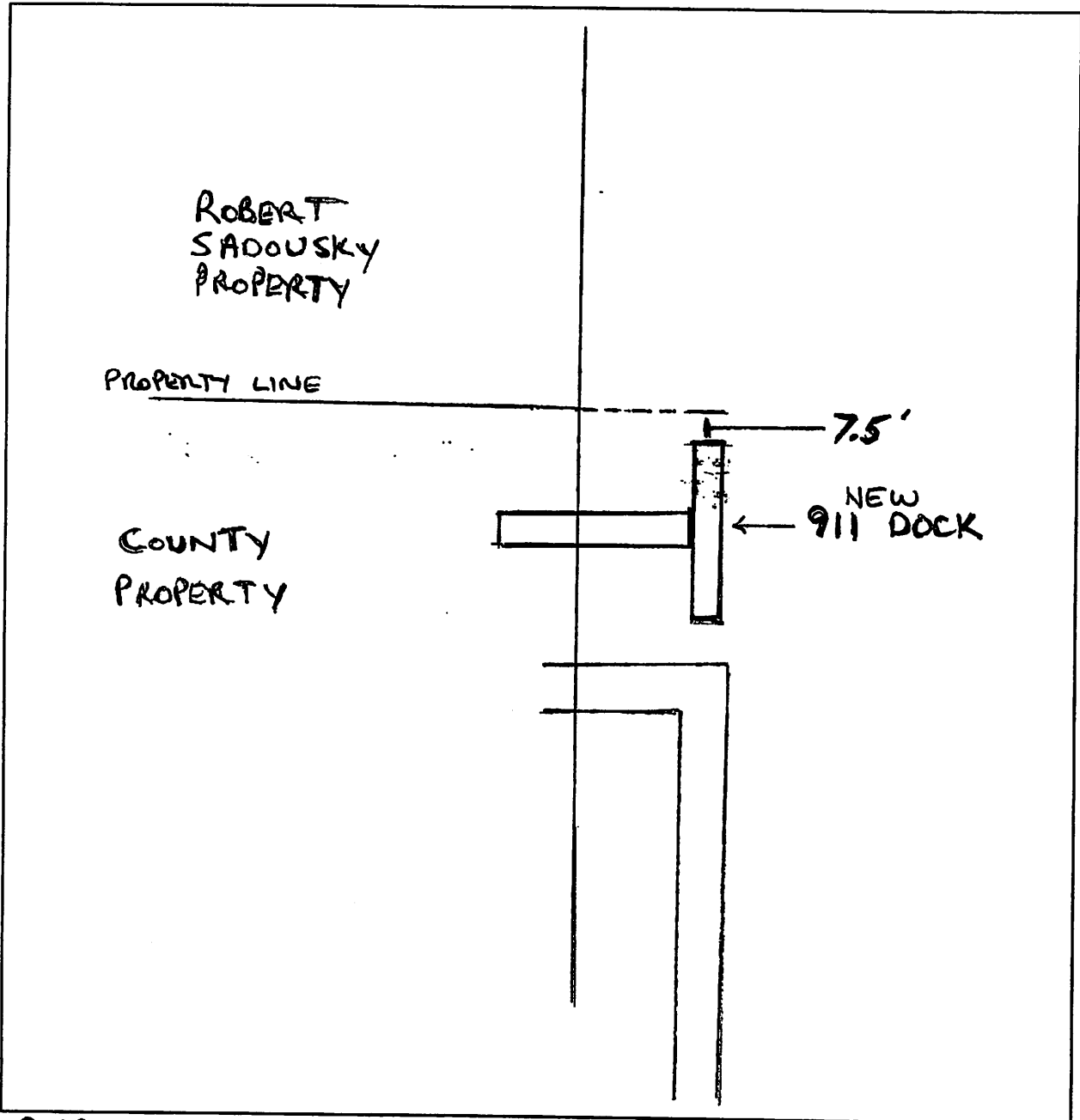
For activities that do not require certification by a registered professional:

By: _____ (Print Name)
Signature
(Company Name) (Company Address)



LETTER OF CONCURRENCE FOR SETBACK WAIVER

PAGE 2 – DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION



R 28 (Initials of adjacent owner)

5-3-23 (Date)

LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: Taylor County Board of County Commissioners (owner/applicant)
21275 Keaton Beach DR (address of project)
Perry, fl 32348

File No.: _____

FROM: Robert Sadousky (adjacent property owner)
21270 KEATON BEACH DR
PERRY FL 32348

Section 18-21.004(3)(d), Florida Administrative Code, provides:

Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the (north) south / east / west) of the facility or activity proposed to be constructed or conducted by Taylor County Sheriff's Office (the applicant), as shown in the above referenced file (and on the attached drawing). I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C. This file shows the structure will be located entirely within the applicant's riparian rights area and within 7.5 feet of the common riparian rights line between our parcels.

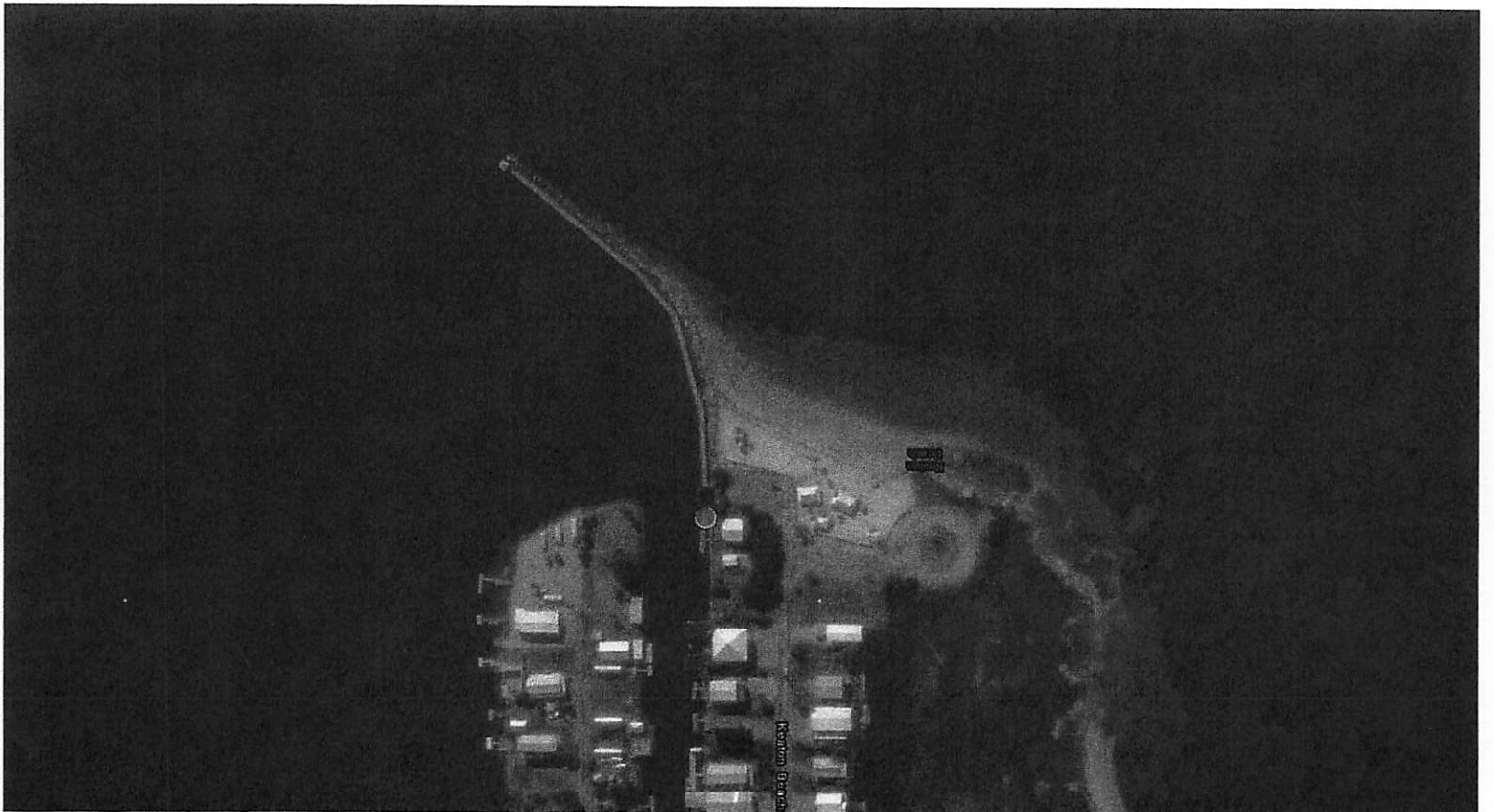
Robert J. Sadousky
(Original signature of adjacent owner)

5-3-23
(Date signed)

Robert Sadousky
(Printed name of adjacent owner)

This form is not adopted by rule; therefore, any letter of concurrence of similar content may be accepted.

(1/30/03)



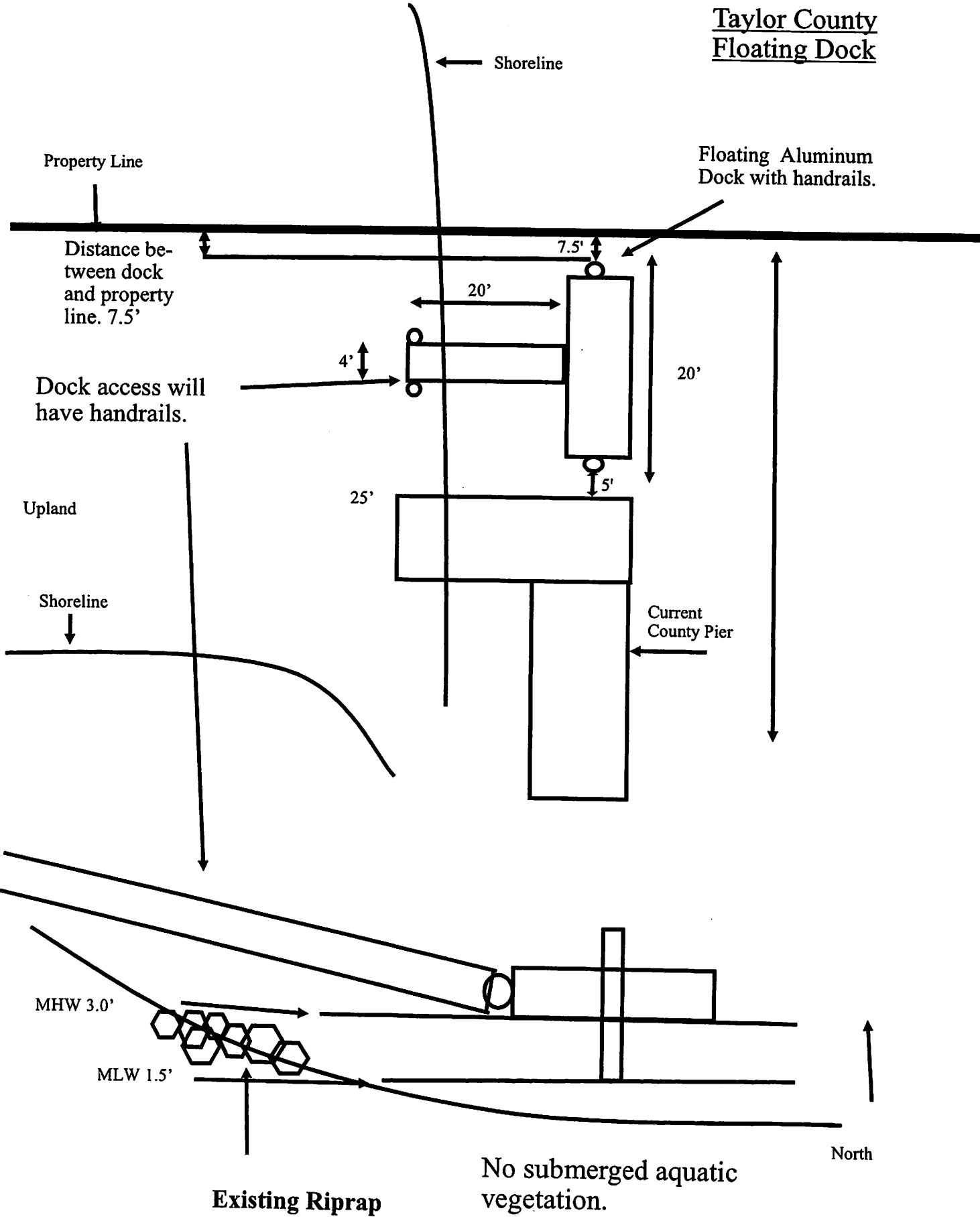


Hodges Park @
Keaton Beach

820 Feet Shoreline

Dock Placeme

Taylor County
Floating Dock



Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: _____ Application No(s): _____
Project Name: _____ Phase (if applicable): _____

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____
Signature of Permittee _____ Name and Title _____
Company Name _____ Company Address _____
Phone/email address _____ City, State, Zip _____

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____
Signature of Representative of O&M Entity _____ Name of Entity for O&M _____
Name and Title _____ Address _____
Email Address _____ City, State, Zip _____
Phone _____ Date _____

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



Drawings and Information Checklist

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications, and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated, and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:
 - a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
 - b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
 - c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions, and elevations of all, including clean-outs, pipes, connections to control structures, and points of discharge to receiving waters;
 - d. System grading - dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge point(s);
 - e. Conveyance - dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert off-site runoff around or through the new system;
 - f. Benchmark(s) - location and description (minimum of one per major water control structure);
 - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted, and identification of source of material; also provide the dimensions, elevations, contours, and representative cross-sections depicting the construction.
5. A map depicting the phase or independent portion of the project being certified, if all components of the project authorized in the permit are not being certified at this time.
6. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.

(Telephone Number)

(Email Address)

(Date)





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
415 RICHARD JACKSON BOULEVARD, SUITE 411
PANAMA CITY BEACH, FLORIDA 32407

April 18, 2023

Regulatory Division
North Permits Branch
Panama City Permits Section
SAJ-2023-00598 (RGP-RLT)

Taylor County Sheriff's Office
Attn: Mr. John Louk
591 East Hwy 27 Perry, FL 32348
Sent via email: tcem@taylorsheriff.org

Dear Mr. Louk:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on March 6, 2023. Your application was assigned file number SAJ-2023-00598. A review of the information and drawings provided indicates that the proposed work would result in constructing a dock consisting of a 4' x 20' pivoting walkway leading to a 6' x 20' floating dock. The dock would be secured by a locking rail and gate. There would be (2) 3" stainless still pilings manually or mechanically driven, one on each end of the dock. Total structure area over waters of the U.S. would be 200 Square Feet (SF). The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in Gulf of Mexico at 21275 Keaton Beach Drive, in Section 35, Township 07 South, Range 07 East, in Perry (Keaton Beach), Taylor County, Florida.

This letter verifies your project, as described above, and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** If you commence or are under contract to commence this activity before the date that SAJ-20 expires or is revoked, you will have 12 months from the date of the expiration or revocation of SAJ-20 to complete the activity under the present terms and conditions of SAJ-20.

Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Once there, select "General Permits." Then you will need to select the specific SAJ permit noted above.

You must comply with all of the general and special conditions of the RGP, as well as any project-specific conditions included in this letter.

General Conditions:

1. The time limit for completing the work authorized ends on **March 28, 2028.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the attached transfer form (Enclosed) and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

- a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2023-00598 (GP-RLT), on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" form (Enclosed).

3. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Enclosed) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. Cultural Resources/Historic Properties:

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

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological, or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above

Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

5. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

6. Manatee Conditions: The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Enclosed). The most recent version of the Manatee Conditions must be utilized.

7. Eastern Indigo Snake Protection Measures and Inspection: Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, as provided (Enclosed) with this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site

manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

8. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

9. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local

building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents reference in this letter, please contact Randy Turner at the letterhead address above, via telephone at 850-287-2045, or via e-mail at randy.l.turner@usace.army.mil.

Sincerely,

TURNER.RA Digitally signed by
NDY.LYNN.1 TURNER.RANDY.LY
107775648 NN.1107775648
Date: 2023.04.18
14:39:42 -04'00'

Randy L. Turner
Project Manager
Panama City Permits Section

Enclosures

Cc:

tcem@taylorsheriff.org

saj-rd-enforcement@usace.army.mil

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2023-00598 (RGP-RLT)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

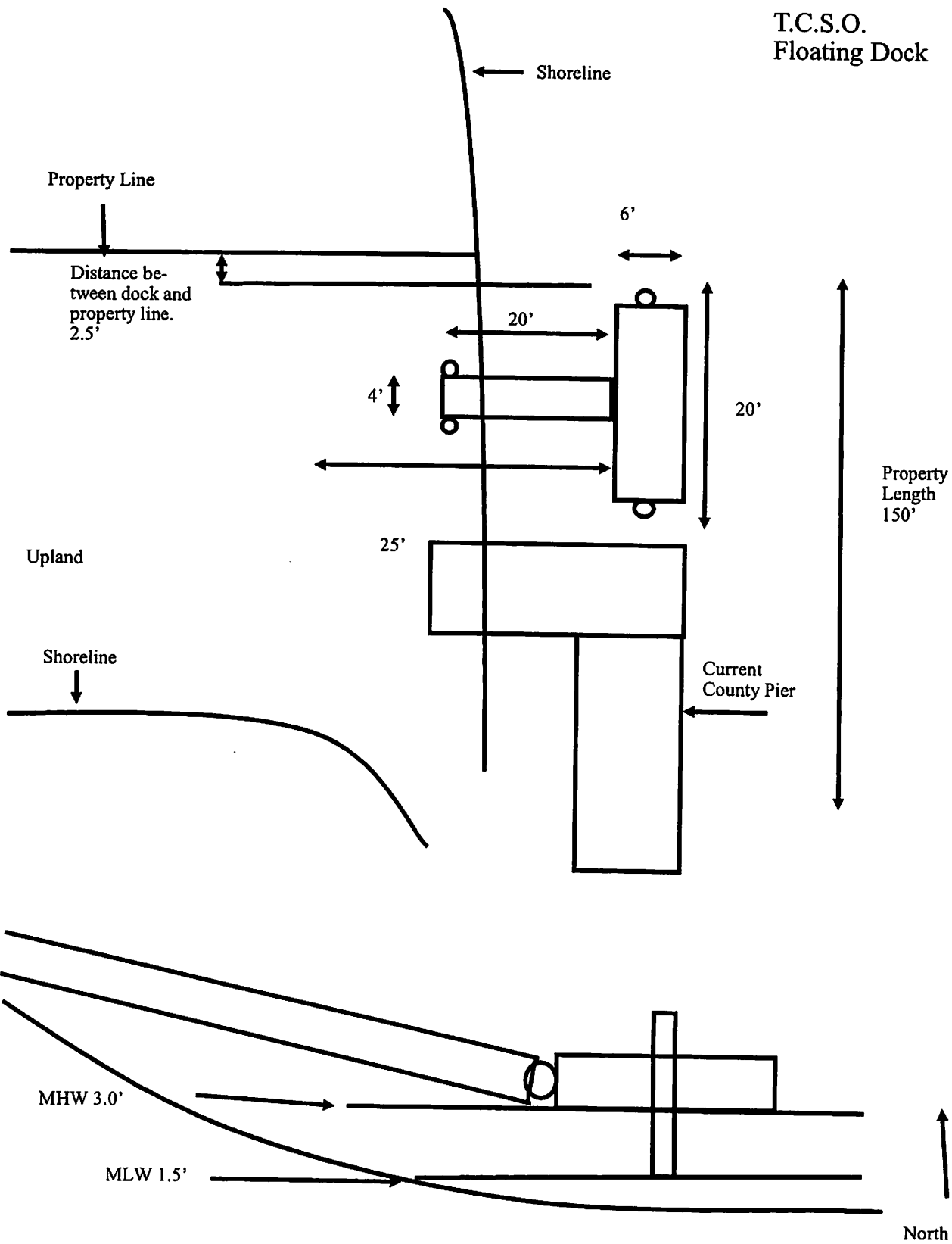
(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

T.C.S.O.
Floating Dock



COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1. Department of the Army Permit Number: SAJ-2023-00598 (RGP-RLT)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1. Department of the Army Permit Number: SAJ-2023-00598 (RGP-RLT)

2. Permittee Information: Name: _____

Email: _____

Address: _____

Phone: _____

3. Date Authorized Work Started: _____ Completed: _____

4. Contact to Schedule Inspection: Name: _____

Email: _____

Phone: _____

5. Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.): _____

6. Acreage or Square Feet of Impacts to Waters of the United States: _____

7. Describe Mitigation completed (if applicable): _____

8. Describe any Deviations from Permit (attach drawing(s) depicting the deviations): _____

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

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

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

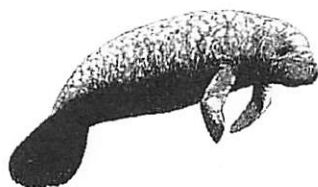
All project vessels

IDLE SPEED / NO WAKE

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

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION: THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

- DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.
- SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.
- LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.
- PROTECTION:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN
INDIGO SNAKE ON THE SITE:**

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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

**IF YOU SEE A DEAD EASTERN
INDIGO SNAKE ON THE SITE:**

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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**USFWS Florida Field Offices to be
contacted if a live or dead eastern indigo
snake is encountered:**

**North Florida ES Office – (904) 731-3336
Panama City ES Office – (850) 769-0552
South Florida ES Office – (772) 562-3909**

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

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Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss the upcoming funding cycle for the 2024-2025 Florida Recreation Development Assistance Program (FRDAP).

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: The Board to discuss and approve moving forward with the submission of a maximum of two grant applications for the FRDAP 2024-2025 funding cycle.

Recommended Action: Approve moving forward with submission of one or more grant applications for the 2024-2025 FRDAP funding cycle. If the Board approves moving forward, two public hearings will need to be held for each individual project.

Fiscal Impact: The County is eligible to apply for either a \$50,000 grant(s) or up to a \$200,000 grant(s). The County will be responsible for any costs incurred over the grant amount. The County is eligible to apply for a Waiver of Match for the actual grant award amount but will be responsible for costs over the grant award.

Budgeted Expense: Not applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit two grant applications for FY 2024-2025 to the FRDAP program. The County is eligible to have three open FRDAP grants and anticipates being awarded a grant in the amount of \$200,000 for Phase 7 of the Sports Complex which includes construction of a new softball field, restriping of the basketball courts security lighting, parking improvements, picnic area, native vegetation landscaping, and nature study kiosk. The County cannot submit an additional application for the Sports Complex. Each site can only have one open grant at a time. Grant funds cannot be used for planning, design

or engineering costs. If awarded funding, the County will have three years to complete the project. The County would receive the grant award funds in July 2024.

Taylor County has funded numerous projects in the past with FRDAP funds which include Southside Park, Hodges Park, Taylor County Sports Complex (6 phases), Steinhatchee Community Center Park and Pier, Taylor County horse arena at Forest Capital Hall, and Keaton Beach Coastal Park.

Attachments:

Information on FRDAP

CHAPTER 62D-5
FINANCIAL ASSISTANCE FOR OUTDOOR RECREATION

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62D-5.053 Purpose.

The Florida Department of Environmental Protection (DEP), pursuant to Section 375.075, F.S., is authorized to establish the Florida Recreation Development Assistance Program (FRDAP) to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreation purposes. The purpose of this part is to set forth procedures to govern the program.

Rulemaking Authority 375.075 FS. Law Implemented 375.075 FS. History—New 12-10-90, Formerly 16D-5.053.

62D-5.054 Definitions.

The terms used in this part are defined as follows:

- (1) "ACQUISITION" means the act of obtaining real property or interests and rights thereon by various legal means to serve public outdoor recreation purposes.
- (2) "APPLICANT" means a local governmental entity which submits an application for FRDAP funds to the Department during an announced application submission period.
- (3) "APPLICATION" means a formal request for FRDAP funds by an applicant consisting of a complete project application form with all required documentation.
- (4) "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the Department for the submission of FRDAP applications by local governmental entities.
- (5) "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of a FRDAP project. In-kind service costs are not cash.
- (6) "CAPITAL IMPROVEMENT PLAN" means that portion of an applicant's adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.
- (7) "DEPARTMENT" means the Florida Department of Environmental Protection.
- (8) "DEVELOPMENT" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve public outdoor recreation purposes.
- (9) "DIVISION OF RECREATION AND PARKS" means the Division of Recreation and Parks of the Florida Department of Environmental Protection.
- (10) "DIVISION OF STATE LANDS" means the Division of State Lands of the Florida Department of Environmental Protection.
- (11) "EVALUATION CRITERIA" means the standards used to evaluate FRDAP applications.
- (12) "ESTIMATED PROGRAM FUNDS" means the amount of FRDAP funds estimated to be available for the subsequent fiscal year by the Department.
- (13) "FACILITY" means a component of a capital improvement project.

- (14) "FISCAL YEAR" means the State fiscal year, July 1 – June 30.
- (15) "FRDAP" means the Florida Recreation Development Assistance Program.
- (16) "FUNDING CYCLE" means the interval of time between the start of a FRDAP application submission period and appropriation of project funds by the Florida Legislature.
- (17) "GRANT" means program funds authorized by the Secretary for release to a grantee for implementation of an approved project.
- (18) "GRANTEE" means a local governmental entity receiving FRDAP funds pursuant to an approved FRDAP application.
- (19) "GREENWAY PLAN" means an adopted local or regional plan describing the acquisition and development of a system proposed to link natural areas, open spaces and trails in the area served.
- (20) "GREENWAYS AND TRAILS PLAN" means the document entitled "Connecting Florida's Communities with Greenways and Trails", dated September, 1998, and available from the Office of Greenways and Trails, 3900 Commonwealth Boulevard, MS 795, Tallahassee, Florida 32399-3000, (850)488-3701.
- (21) "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved FRDAP project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.
- (22) "LAND VALUE" means the assessed fair market value of land used by a grantee as match to FRDAP funds.
- (23) "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, F.S.
- (24) "LOCAL GOVERNMENTAL ENTITY" means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility for the provision of outdoor recreational sites and facilities for use and benefit of the general public.
- (25) "LWCF" means the Land and Water Conservation Fund, administered pursuant to Chapter 62D-5, Part VII, F.A.C.
- (26) "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by this rule to be added to FRDAP funds by the grantee for the project cost.
- (27) "MIXED-USE/MULTI-USE TRAIL" means a trail or corridor designated for more than one use, including motorized or non-motorized uses.
- (28) "MOTORIZED TRAIL" means a trail specifically for off-road recreational motorized vehicular activities, including all-terrain vehicle riding, motorcycling, use of off-road light trucks, e-bikes, or other off-road motorized vehicles.
- (29) "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of recreational service.
- (30) "NEW CONSTRUCTION" means building of new facilities not previously in existence.
- (31) "NONMOTORIZED TRAIL" means a trail designated for foot, bicycle, canoe/kayak, equestrian traffic, or other nonmotorized uses.
- (32) "OPEN SPACE" means an outdoor area whose purpose is to provide a source of recreation which contributes to environmental harmony through the enrichment of flora, fauna, wildlife habitat, and geological features.
- (33) "OUTDOOR RECREATION" means the pursuit of leisure activities in an outdoor environment.
- (34) "PREAGREEMENT EXPENSES" means expenses incurred by a grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement.
- (35) "PRIMARY FACILITY" means any facility which could stand alone and provide outdoor recreation without a support facility. Examples of primary facilities are: beach access, trailhead and trailside facilities, fishing piers, boat ramps and docks, canoe trails, boardwalks, observation towers, ball fields, tennis and basketball courts, playgrounds, hiking, nature and bike trails, or skate facilities.
- (36) "PRIORITY LIST" means a list that contains all eligible applications which will meet or exceed the minimum point score as identified under paragraph 62D-5.056(3)(b), F.A.C.
- (37) "PROGRAM" means the Florida Recreation Development Assistance Program.
- (38) "PROGRAM AMOUNT" means the amount of FRDAP funds appropriated by the Florida Legislature for the subsequent fiscal year.
- (39) "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined, common outdoor recreation objective that has been planned to the point of definite implementation for which FRDAP funds will be used.
- (40) "PROJECT AGREEMENT" means an executed contract between the Department and a grantee setting forth mutual

obligations regarding an approved FRDAP project.

(41) "PROJECT COMPLETION" means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement.

(42) "PROJECT COMPLETION DATE" means the date specified in a project agreement by which a grantee shall complete an approved FRDAP project and incur all grant and if applicable, match related expenses.

(43) "PROJECT COST" means the total of a FRDAP grant award and required match.

(44) "PROJECT ELEMENT" means an identified facility within a project.

(45) "PROJECT PERIOD" means the period of time set forth in a project agreement during which eligible project costs may be incurred and charged to the grant.

(46) "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which FRDAP funds are used.

(47) "REAL PROPERTY" means land and improvements attached or affixed to the land.

(48) "RECREATIONAL TRAIL" means a linear corridor and any adjacent support parcels on land or water providing public access for recreation or authorized alternative modes of transportation such as bicycling, hiking, equestrian, and aquatic or water activities.

(49) "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state suitable for public use, which facilities have deteriorated due to natural causes to the point where their usefulness is impaired.

(50) "RTP" means the Recreation Trails Program of the Office of Greenways and Trails, administered pursuant to Chapter 62S-2, F.A.C.

(51) "SECRETARY" means the Secretary of the Florida Department of Environmental Protection.

(52) "STAFF" means Department staff.

(53) "SCORP" means the State Comprehensive Outdoor Recreation Plan for the State of Florida prepared under Section 375.021, F.S.

(54) "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public outdoor recreational value without the primary facility. Examples of support facilities are: parking lots, rest rooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping, security lighting and fencing, and interpretive signs.

(55) "TRAIL CONSTRUCTION" means the act of developing new or renovating recreational trails, which may include trailhead and trailside facilities.

(56) "TRAIL SYSTEM" means a set of interconnected components that function as a whole and thereby achieve a behavior or performance that is different than the sum of each of the components taken separately.

(57) "TRAILHEAD" means a point of access to a trail. It shall be accessible from a public road and have restrooms and parking available.

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62D-5.055 General Requirements.

The following constitutes the general procedures for the program:

(1) **DISTRIBUTION OF PROGRAM FUNDS.** FRDAP funds are distributed as reimbursement grants by the Department on a project-by-project basis to applicants eligible under this rule. The Department's performance and obligation to award program grants are contingent upon an annual appropriation by the Florida Legislature for the subsequent fiscal year.

(2) **APPLICATION SUBMISSION PERIOD.** The Department shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Department shall publicize the dates of the application submission period and other pertinent application information specified in this rule in the Florida Administrative Register.

(3) **MAXIMUM GRANT REQUEST.** The Department shall announce the maximum funds that an applicant may request in a FRDAP application in the publication of the application submission period.

(4) **MATCH REQUIREMENTS.** Match requirements for FRDAP grants are set forth below:

(a) **Match Ratios.** The following match ratios apply:

Total Project Cost	State Share	Grantee Share
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\$50,000 or less	100%	0
\$50,001 – 150,000	75%	25%
Over \$150,000	50%	50%

(b) Eligible Match Types. A grantee may utilize the following types of match sources for the grantee share:

1. Cash.
2. In-kind service costs.

3. Land Value. The value of a project site, which has no recreational facilities already on it, owned by the applicant. The applicant must submit an appraisal prepared pursuant to subparagraph 62D-5.058(6)(f)1., F.A.C., or documentation from the County Property Appraiser showing the current assessed value of the land.

(c) Ineligible Match Sources. Land value of property acquired through FRDAP or other state and federal grant land acquisition programs, such as: Land and Water Conservation Fund, legislative special interest projects, Florida Communities Trust, Conservation and Recreation Lands Program (CARL), Save Our Rivers, Preservation 2000, Florida Forever, Recreation Trails Program (RTP), and Land Acquisition Trust Fund (LATF).

(5) GRANT AWARD. The Secretary shall approve applications to the extent of estimated available program funds based on a review of staff's recommended application priority lists of eligible applications established pursuant to subsections 62D-5.055(6) and (7), and Rule 62D-5.057, F.A.C. The Secretary shall approve the final application priority list, and the Department shall submit the list to the Executive Office of the Governor and to the House and Senate Appropriations Committees for funding consideration for the subsequent fiscal year.

(6) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Department shall divide the estimated available program amount into two funds: Small and Large Funds. The percentage of the program amount that is allocated to each fund is determined by the percentage of funds requested by applicants in that fund.

(a) Small Projects Fund. The dollar amount of eligible applications proposing projects that do not exceed \$50,000.00 in project cost divided by the total dollar amount of requested funds in all eligible program applications.

(b) Large Projects Funds. The dollar amount of eligible applications proposing projects that exceed \$50,000.00 in project cost divided by the total dollar amount of requested funds in all eligible program applications.

(7) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund, established pursuant to subsection 62D-5.055(6), F.A.C., shall be divided into three categories: acquisition, development, and trail construction. The fund amount assigned to each category is based on the percentage of funds in each category in relationship to the total amount of requested funds in all eligible project applications for each fund. Likewise, eligible project applications shall be divided into land acquisition, facility development, and trail construction categories in each fund and evaluated according to Rule 62D-5.057, F.A.C. A total point score shall be assigned to each application upon evaluation of each under Rules 62D-5.056 and 62D-5.057, F.A.C. Department staff shall prepare one priority list for each fund. Applications shall be ranked on the priority list according to assigned point scores. The application with the highest score will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned point scores. Applications scoring below the minimum, established pursuant to paragraph 62D-5.056(3)(c), F.A.C., shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other category or fund.

(8) TIE-BREAKER SYSTEM. If two or more applications receive the same score as a result of the above evaluation, the following tie-breaker system will be used to decide the priority ranking among them. Tied applications will be evaluated according to each step of the tie-breaker system in order and will be assigned their priority accordingly. If the tie is not broken by using step one, step two will be used.

(a) Step I – Per Capita Funding History. An order of priority among those applications with equal scores shall be established based on the per capita amount of funds previously received by the applicant through FRDAP during the previous five fiscal years. The application from the applicant which received the lowest per capita amount of program funds receives the highest priority. Other applications will be arranged in descending order related inversely to the per capita amount of program funds each has received. The resident population within the applicant's jurisdictional boundaries shall be utilized to compute the per capita amount of funds each applicant has received.

(b) Step II – Per Capita Operating Budget. The applicant with the lowest per capita expenditure of general operating funds receives the highest priority. The resident population within the applicant's jurisdictional boundaries, as determined in Step I, will be

divided into the applicant's current fiscal year total general operating budget to obtain the per capita operating fund amount.

(9) **RETROACTIVE PROJECTS.** Retroactive projects are eligible if they otherwise meet rule criteria, funds are available, and project costs have occurred within one (1) year prior to the approval of funding by the Governor.

(10) **UNSETTLED CLAIMS.** The Department shall deny or suspend program eligibility to any applicant or grantee against which the Department has an unsettled financial claim.

Rulemaking Authority 375.075 FS. Law Implemented 375.075 FS. History—New 12-10-90, Formerly 16D-5.055, Amended 8-13-98, 7-5-01.

62D-5.056 Application Requirements and Processing.

The Department shall approve applications for program grants in order of priority until all program funds are depleted under the following standards and criteria:

(1) **ELIGIBLE APPLICANTS.** All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public may submit FRDAP applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) **Outdoor Recreation:** FRDAP grants shall only be awarded to grantees for projects that are for the sole purpose of providing outdoor recreational opportunities to the public.

(b) **Eligible Site:** The site of a FRDAP development project shall be owned by the applicant, or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period required by this rule, by the submission period deadline. The Department shall make exceptions when the applicant demonstrates that: 1) it is in the public interest; 2) it complies with all other parts of the rule; and 3) it serves the legislative intent of Section 375.075, F.S. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the park for the required period of time; and that such interest cannot be unilaterally or arbitrarily canceled by the grantor of the interest. Site control verification must be received by the close of the submission cycle, as required by form FPS-A033, described in subsection (6), of this rule. Eligible sites shall not include school board property. Eligible sites shall be dedicated or managed for public recreational use pursuant to Rule 62D-5.059, F.A.C.

(c) **Number of Applications:** An applicant may submit no more than two applications during each application submission period, with the exception of a consolidated city-county government which may submit four applications.

(d) **Active Projects:** A grantee with two incomplete FRDAP projects by the closing date of an application submission period shall only be eligible to submit one additional application.

(e) **Duplicate Projects:** A grantee shall not apply for FRDAP funds to complete an approved or incomplete FRDAP, LWCF, or RTP project. An applicant shall not submit the same application, in whole or in part, for more than one of the following: Florida Recreation Development Assistance Program, Land and Water Conservation Fund, or Recreational Trails Program, in concurrent or overlapping funding cycles.

(3) **ELIGIBILITY DETERMINATION.** Following closure of an application submission period, Department staff will review and determine the eligibility of each applicant based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by Department staff based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Department staff for clarification of information provided in the application received by the published application submission deadline.

(c) **Ineligibility:** An application, in whole or in part, may be declared ineligible by the Department pursuant to paragraphs 62D-5.056(2)(a)-(e), F.A.C. The Department may determine that a project site or facility is not viable or practical. A project site would not be considered practical if it has documented and unresolved environmental violations on the site. A project site or facility would not be considered viable if it does not receive a minimum number of 53 points as awarded under Rule 62D-5.057, F.A.C.

(4) **APPLICATION EVALUATION.** Each eligible application shall be evaluated on the basis of the information provided in the application and in accordance with this part. Each application shall be assigned a total point score pursuant to subsection 62D-5.055(7), and Rule 62D-5.057, F.A.C.

(5) **UNFUNDED AND INELIGIBLE APPLICATIONS.** Any unfunded or ineligible application may be returned to the applicant upon request. If no request is made within 30 days after notification of grant awards, unfunded applications shall be

discarded by staff.

(6) APPLICATION FORM. The Florida Recreation Development Assistance Program Application Form, FPS-A033, effective date 08/13/98, is hereby incorporated by reference and is available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station 585 Tallahassee, Florida 32399-3000, (850)245-2501.

Rulemaking Authority 375.075 FS. Law Implemented 375.075 FS. History—New 12-10-90, Formerly 16D-5.056, Amended 8-13-98, 8-23-00, 7-5-01, 8-15-04.

62D-5.057 Evaluation Criteria.

Pursuant to subsection 62D-5.055(7), F.A.C., a total point score shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) The project implements the applicant's adopted local comprehensive plan and: is included in the Capital Improvement Plan (CIP) or schedule during the current or next three (3) fiscal years:	20 points
or	
is included as part of the plan through an adopted resolution committing the applicant to amend their CIP and complete the project should it receive program funds:	10 points
(b) The project would address one or more issues or goals as identified in the state comprehensive outdoor recreation plan:	4 points
(c) The project provides for a priority resource or facility need in the applicant's planning region identified in the state comprehensive outdoor recreation plan:	7 points
(d) The applicant obtained public participation through the following methods:	21 maximum points
Presentation at an advertised public meeting held solely for the discussion of the proposed project.	10 points
Presentation at a regularly scheduled advisory board meeting responsible for park, recreation and leisure service activities.	7 points
Presentation to community organizations or neighborhood associations or opinion surveys.	4 points
(e) The applicant has the capability to develop, operate and maintain the project:	
Has a full-time recreation or park department staffed to provide facility development, programming and maintenance capabilities.	6 points
or	
Has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance capabilities.	4 points
or	
Has other means of providing facility development, programming and maintenance capabilities.	2 points
(f) The project is supported through a written cooperative agreement between the applicant and a private or public entity in which said entity agrees to furnish 10% or more of the cash, land, or labor services for the project.	3 points
(g) The project creates or enhances the development, extension or connection of local, regional, state or national parks, greenways, or trails. The project would provide for increased trail access by (a) connecting an existing, publicly owned and designated recreational trail with a project trail outside the project boundary; or (b) connecting two publicly designated trails outside of any park.	5 points

(2) DEVELOPMENT CRITERIA.

(a) The project provides for new development of entirely undeveloped park property:	5 points
(b) The project provides facilities identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida," effective December 1995, and incorporated herein by reference:	

1. First priority ranked cluster:	6 points for each facility
2. Second priority ranked cluster:	5 points for each facility

3. Third priority ranked cluster:	4 points for each facility
4. Fourth priority ranked cluster:	3 points for each facility
5. Fifth priority ranked cluster:	2 points for each facility
6. Sixth priority ranked cluster:	1 point for each facility
(A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by Department staff).	(30) maximum points
(c) The project, in whole or in part, addresses the priority funding needs for new construction, renovation, or a combination of the two for the applicant's population density identified in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida," identified in paragraph (2)(b), above:	
Higher priority or combination of new construction and renovation.	13 points
Lower priority.	8 points

(3) ACQUISITION CRITERIA.

(a) The project provides for development of facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida," effective December 1995, and incorporated herein by reference:	15 points
(b) The project provides needed recreational acreage pursuant to the applicant's adopted local comprehensive plan:	15 points
(c) The applicant has identified development of the property in their capital improvement plan (CIP) or schedule during the current or next 3 fiscal years:	6 points
or	
applicant has included development of the property as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds:	3 points
(4) TRAIL CONSTRUCTION CRITERIA.	
(a) The project provides for new trail construction on an entirely undeveloped park property:	5 points
(b) The project addresses one or more of the recommendations identified in the Greenways and Trails Plan:	6 points
(c) The project is located on or connects with a Florida Designated Greenway or Trail:	3 points
(d) The project implements an adopted local or regional Greenways or Trails Plan:	4 points
(e) The specific trail design demonstrates that the project will support mixed use/multi-use trail opportunities:	8 points
or	
Single use recreational trail opportunities:	6 points
(f) The project addresses the priority funding needs for new construction, renovation, or a combination of the two for the applicant's population density identified in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida," effective December 1995, available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)245-2501, and incorporated herein by reference for one of the following:	
Higher priority or combination of new construction and renovation:	13 points
Lower priority:	8 points

Rulemaking Authority 375.075 FS. Law Implemented 375.075(2) FS. History—New 12-10-90, Formerly 16D-5.057, Amended 8-13-98, 8-23-00, 7-5-01, 8-15-04.

62D-5.058 Grant Administration.

The following constitutes procedures for administration of program grants:

(1) **PROJECT AGREEMENT.** After the Legislature appropriates FRDAP funds, the Department and grantee shall enter into a project agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The project agreement shall contain terms and conditions particular to each project. Project agreements are not transferable.

(2) **PAYMENT BASIS.** Grantees shall be paid program funds by the Department subject to the following conditions:

(a) **Project Costs.** Payment of project costs shall be reimbursed as provided for in this rule and in the project agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the project agreement except for pre-

agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Department shall retain ten percent of the grant until the grantee completes the project and the Department approves the completion documentation set forth in paragraphs 62D-5.058(6)(g) and (7)(d), F.A.C.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(b) Grant and Contract Accountability Procedure. The grantee shall ensure the requirements of the Division's Grant and Contract Accountability Procedure, effective, January 23, 1997, incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(4) PROJECT COMPLETION CERTIFICATION. The grantee shall submit to the Department a Project Completion Certificate, FPS-A037, effective date 08/13/98, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(5) REVERTED PROJECT FUNDS. FRDAP funds remaining after termination of a grant award or grantee completion of project shall revert to the Department under the provisions of Section 216.301, F.S. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Department shall offer the funds to unfunded applicants in order of priority.

(6) ACQUISITION PROJECTS. The following constitutes the specific procedures for administration of acquisition projects:

(a) Grant Period. The grantee will have up to one year from the start of the state's fiscal year in which funds are appropriated to purchase the property. Department staff will extend this period for good cause such as financial hardship, public controversy, or factors beyond grantee's control, at the written request of the grantee. Extensions shall not exceed three years from the start of the state's fiscal year in which funds are appropriated.

(b) Ownership. Title to land acquired with program funds shall vest in the grantee.

(c) Procurement. The grantee shall purchase the property according to its adopted acquisition methods.

(d) Assumption of Title. The grantee shall not purchase the property until the project agreement is fully executed and Department staff approves the commencement documentation required by paragraph 62D-5.058(6)(f), F.A.C., unless otherwise specified in this part.

(e) Site Development. The grantee will have up to three (3) years from the completion date set forth in the project completion certificate to develop the property.

(f) Commencement Documentation. Prior to commencement of acquisition procedures, the grantee shall submit for approval the documentation described in the Florida Recreation Development Assistance Program Acquisition Project Commencement Documentation Form, FPS-A034, effective date 08/13/98, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)245-2501.

1. Appraisal. Prior to the Department staff authorizing the grantee to commence acquisition procedures, the grantee shall submit to the Department an appraisal, prepared in accordance with the uniform standards of professional appraisal practices, which establishes the fair market value of the project site. The fair market value of the project site shall be based on its highest and best use. If the property is \$500,000.00 or less in appraised value, one appraisal is required. If the property exceeds \$500,000.00 in appraised value, two appraisals are required. The appraisal(s) must be dated no earlier than six months prior to the closing date of the application submission period and prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. The list of approved appraisers may be obtained from the Division of State Lands, Bureau of Appraisal, 3900 Commonwealth Boulevard, Mail Station 110, Tallahassee, Florida 32399-3000, (850)245-2658. If two appraisals are required for the project, the lower of the approved appraised values is the basis of the acquisition cost for program purposes.

2. Survey. For all acquisition projects, the grantee shall submit to the Department a survey of the project site. The survey must provide a legal description and sketch of the property's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, be updated to within one year of the closing date of the application submission period, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. Along with the survey, the grantee shall submit a title opinion, prepared by a member of the Florida Bar or a licensed title insurer. The title opinion shall cover the prior thirty year period.

(g) Completion Documentation. Upon completion of an acquisition and prior to release of the final payment, the grantee shall submit all documentation described in the Florida Recreation Development Assistance Program Acquisition Project Completion Documentation Form, FPS-A036, effective date 08-13-98, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000, (850)245-2501.

(7) DEVELOPMENT PROJECTS AND TRAIL CONSTRUCTION. The following constitutes the specific procedures for administration of development projects:

(a) Grant Period. The grantee will have up to three years from the start of the state's fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the original contract date, the start of the state's fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall revert to the revenue fund from which they were appropriated.

(b) Procurement of Goods and Services. The grantee shall secure all goods and services for accomplishment of the project according to its adopted procurement procedures.

(c) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Florida Recreation Development Assistance Program Development Project Commencement/Reimbursement Documentation Form, FPS-A034, effective 08/13/98, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)245-2501.

1. Project Permitting Certification. The grantee shall submit to the Department a Project Permitting Certificate, FPS-A035, effective date 08/13/98, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)245-2501.

2. Land Value Match. Prior to the Department staff authorizing the grantee to commence construction of a project utilizing land value as match, the grantee shall submit to the Department an appraisal, prepared in accordance with the uniform standards of professional appraisal practices, which establishes the fair market value of the project site. The fair market value of the project site shall be based on its highest and best use. The appraisal must be dated no earlier than one year prior to the closing date of the application submission period and prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands, under provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. The list of approved appraisers may be obtained from the Division of State Lands, Bureau of Appraisal, 3900 Commonwealth Boulevard, Mail Station 110, Tallahassee, Florida 32399-3000, (850)245-2658. In lieu of obtaining an appraisal to establish the site's fair market value, the grantee may use the assessed value of the project site supported by documentation of the current assessed value from the County Property Appraiser. Approved fair market or assessed land value not used by the grantee for a match on an approved project may be used as matching funds on a subsequent approved project within two years after the Secretary's approval of the initial project, and the grantee need not obtain a new appraisal or documentation of land value. Such use is limited to one additional project.

3. Survey. For all projects, the grantee shall submit to the Department a survey of the project site. The survey must provide a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. Along with the survey, the grantee shall submit a title opinion, prepared by a member of the Florida Bar or a licensed title insurer. The title opinion shall cover the prior thirty year period.

(d) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Florida Recreation Development Assistance Program Project Development Completion Documentation Form, FPS-A036, effective 08/13/98, incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)245-2501.

(e) Inspections. The Department shall have the right to perform an on-site inspection of the project site to ensure compliance with the project agreement prior to release of the final grant payment.

Rulemaking Authority 375.075 FS. Law Implemented 375.075 FS. History--New 12-10-90, Formerly 16D-5.058, Amended 8-13-98, 8-23-00, 7-5-01, 8-15-04.

62D-5.059 Compliance Responsibilities.

The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the grantee such as by lease, shall 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 completion date set forth in the project completion certificate. The dedications must be recorded in the public property records by the grantee.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with FRDAP funds are being operated and maintained for outdoor recreational purposes for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. All project sites shall be open at reasonable times and shall be managed in a safe and attractive manner.

(3) CONVERSION. Should a 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 shall replace the area, facilities, resource or site at its own expense with project of comparable scope and quality.

(4) NON-COMPLIANCE. The Department shall terminate a project agreement and demand return of the program funds (including interest) for non-compliance by a grantee with the terms stated in the project agreement or this rule. If grantee fails to comply with the provisions of this part or the project agreement, the Department shall declare the grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

(5) PUBLIC ACCESSIBILITY. All facilities shall be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

(6) ENTRANCE FEES. Reasonable differences in entrance fees for program projects may be maintained on the basis of residence. Such fees may only be charged 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.

(7) NATIVE PLANTINGS. In developing a project area with program funds, a grantee shall primarily use vegetation native to the area, except for lawn grasses.

(8) POST COMPLETION INSPECTIONS. Department staff shall have the right to perform an on-site inspection of program sites to ensure compliance with program requirements as stated in subsections (1), (2) and (3), of this section.

Rulemaking Authority 375.075 FS. Law Implemented 375.075 FS. History--New 12-10-90, Formerly 16D-5.059, Amended 8-13-98, 8-15-04.

62D-5.068 Purpose.

The Federal Land and Water Conservation Fund (LWCF), established by the U.S. Congress upon enactment of the Land and Water Conservation Fund Act of 1965 (Public Law 88-578, 78 Statute 897, as amended), provides matching grants to the State of Florida, and through the State to governmental entities, for the acquisition and development of land for public outdoor recreation purposes. The National Park Service (NPS) and the Florida Department of Environmental Protection (Department) administer the program on behalf of the U.S. Department of the Interior and the State of Florida, respectively. After federal apportionment, NPS provides LWCF funds to the State of Florida and the Florida Legislature provides expenditure authority to the Department. The purpose of this Part is to set forth policies and procedures for the Department to implement the LWCF grant program. The Department is authorized to participate in the LWCF pursuant to subsection 375.021(4), F.S.

Rulemaking Authority 258.007 FS. Law Implemented 258.004, 258.007, 375.021(4) FS. History--New 7-15-01.

62D-5.069 Definitions.

The basic terms utilized in this part are defined as follows.

(1) "Acquisition" means the act of obtaining real property or interests and rights therein by various legal means to serve public outdoor recreation purposes.

(2) "Applicant" means a local governmental entity which submits an application for Land and Water Conservation Fund (LWCF) funds to the Department during an announced application submission period.

(3) "Application" means a formal request for LWCF funds by an applicant consisting of a project proposal with required documentation.

(4) "Application Submission Period" means the period of time announced by the Department in the Florida Administrative Register for the submission of LWCF applications by local governmental entities for a single funding cycle.

(5) "Cash" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an approved LWCF project. In-kind service costs are not defined as cash.

(6) "Department" means the Florida Department of Environmental Protection.

(7) "Development" means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve public outdoor recreation purposes.

(8) "Division" means the Division of Recreation and Parks of the Department.

(9) "Division of State Lands" means the Division of State Lands of the Department.

(10) "Evaluation Criteria" means the standards used by the Department to evaluate LWCF applications.

(11) "Facilities" means capital improvement projects which provide or assist in providing outdoor recreation opportunities.

(12) "Fiscal Year" means the State of Florida fiscal year, July 1 – June 30.

(13) "FRDAP" means the Florida Recreation Development Assistance Program administered pursuant to Chapter 62D-5, Part V, F.A.C.

(14) "Funding Cycle" means the interval of time between the opening of an LWCF application submission period and grant award by the National Park Service (NPS).

(15) "Grant" means program funds authorized by NPS for release to the State, and by the Secretary of the Department for release to a grantee, for implementation of an approved program project.

(16) "Grantee" means a local governmental entity receiving LWCF funds pursuant to an approved LWCF application.

(17) "In-Kind Service Costs" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved LWCF project.

(18) "Land Value" means the current appraised value of donated land used by a grantee to match LWCF funds.

(19) "Linear Park" means an active or passive outdoor area of linear design that provides or connects recreation, park land, or open space areas.

(20) "Local Comprehensive Plan" means a plan adopted pursuant to Chapter 163, F.S.

(21) "LWCF" means the Land and Water Conservation Fund Program.

(22) "Manual" means the Land and Water Conservation Fund Program Grants Manual published by the National Park Service of the United States Department of the Interior, available from the Department, Bureau of Design and Recreation Services, 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000, (850)488-7896.

(23) "Match" means the provision of cash, in-kind services and value of donated real property in the ratio required to be added to LWCF funds by the grantee for the project cost.

(24) "Needs" means a deficiency in or a necessity to carry out a predetermined level of service.

(25) "New Construction" means building new facilities.

(26) "NPS" means the National Park Service of the United States Department of the Interior.

(27) "Open Space" means an outdoor area whose purpose is to provide a source of recreation and contributes to environmental harmony through the enrichment of flora, fauna and geological features.

(28) "Outdoor Recreation" means the pursuit of leisure activities in an outdoor environment.

(29) "Part" means Part VII of Chapter 62D-5, F.A.C.

(30) "Plan" means the currently effective state comprehensive outdoor recreation plan ("SCORP") for the State of Florida, dated March 1994 and available from the Office of Park Planning, Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #525, Tallahassee, Florida 32399-3000, (850)245-3051.

(31) "Preagreement Expenses" means expenses incurred by the grantee, with Department approval, for accomplishment of an

eligible LWCF project prior to execution of a project agreement.

(32) "Program" means the Land and Water Conservation Fund Program.

(33) "Program Amount" means the amount of LWCF funds available during any funding cycle.

(34) "Project" means a planned undertaking in which all actions or activities have a clear-cut identity and a well-defined common outdoor recreation objective and which has been planned to the point of definite implementation.

(35) "Project Agreement" means an executed contract between the Department and a grantee setting forth mutual obligations regarding an approved LWCF project.

(36) "Project Completion Date" means the date specified in a project agreement by which the grantee shall complete an approved LWCF project and incur all grant and match-related expenses. The project is not complete until it is open to the public for use.

(37) "Project Cost" means the total of the LWCF grant award and required match.

(38) "Project Element" means an identified segment of a project with related facilities or improvements.

(39) "Project Period" means the period of time set forth in a project agreement during which eligible project costs may be incurred and charged to the grant.

(40) "Project Site" means the specific area, defined by a survey or project boundary map and legal description, where LWCF funds are used for an approved project.

(41) "Real Property" means land and improvements attached to or affixed to the land.

(42) "Renovation/Repair" means the restoration of a facility or project area that has deteriorated due to natural causes to the point where its usefulness is impaired to an improved state suitable for public use. This does not include restoration of a facility which has deteriorated due to inadequate maintenance during its reasonable lifetime.

(43) "RTP" means Recreational Trails Program administered by the Office of Greenways and Trails of the Department pursuant to Chapter 62S-2, F.A.C.

(44) "Secretary" means the Secretary of Department.

(45) "Staff" means Division staff of Department.

(46) "State" means the State of Florida.

(47) "Waiver of Retroactivity" means written Department authorization that an acquisition project may be commenced by an applicant prior to NPS approval of a program application. Such authorization does not constitute or imply Department or NPS approval of a future LWCF application.

Rulemaking Authority 258.007 FS. Law Implemented 258.004, 258.007, 375.021(4) FS. History--New 7-15-01.

62D-5.070 General Requirements.

The following constitute the general requirements for the program.

(1) **DISTRIBUTION OF PROGRAM FUNDS.** LWCF funds are distributed as grants by the Department on a matching, project-by-project basis, to approved applicants after a competitive evaluation of eligible program applications submitted within announced application submission periods. The Department's performance and obligation to award program grants are contingent upon an annual apportionment from NPS and expenditure authorization by the Florida Legislature.

(2) **MANUAL.** The Department, applicants, and grantees shall meet all program requirements set forth in the Land and Water Conservation Fund Grants Manual. The manual is hereby incorporated by reference and is available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000.

(3) **PLAN.** All projects receiving grant assistance through LWCF shall implement the Plan.

(4) **ELIGIBLE APPLICANTS.** All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public may submit LWCF applications during the application submission period.

(5) **PROJECT ELIGIBILITY.** LWCF grants are awarded to grantees for projects that are for the sole purpose of providing outdoor recreation opportunities to the public. Applicants may request funds for the following types of projects:

(a) **Acquisition.** The acquisition of real property or interests and rights therein by various legal means.

(b) **Development.** Projects for the construction, expansion, renovation/repair or installation of the following:

1. **Primary Facilities.** LWCF funds are awarded for one or a combination of natural or man-made sites and facilities, such as: beach access improvements, fishing piers, boat ramps and docks, canoe trails, boardwalks and riverwalks, observation towers,

baseball and softball fields, tennis and basketball courts, playgrounds, and hiking, interpretive, and bicycle trails. Enclosed buildings and structures are ineligible facilities. Primary facility cost must be equal to, or greater than, 50 percent of the total project cost.

2. **Support Facilities and Improvements.** LWCF funds can be awarded for support facilities and improvements, such as: parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, landscaping, lighting, fencing, signs, and handicap ramps which would have little or no recreational value without the primary facilities. Enclosed buildings and structures, except for restrooms, bathhouses, and combined restroom-concession stand buildings are ineligible facilities.

(6) **MATCH REQUIREMENTS.** Match requirements for LWCF grant projects are set forth below:

(a) **Matching Basis.** LWCF assistance is provided on a 50 percent (program/grantee) matching basis.

(b) **Eligible Match Types.** A grantee may utilize the following types of match sources:

1. **Development Project:**

a. Cash,

b. In-kind service costs, or

c. Donated real property pursuant to this Part and the Manual.

2. **Acquisition Project:**

a. Cash, or

b. Real property donated pursuant to this Part and the Manual.

(c) **Ineligible Match Types.** Ineligible match sources include real property acquired or funds obtained from any of the following sources:

1. FRDAP, RTP, and LWCF funds,

2. Donated value of real property acquired prior to Department approval or through LWCF; and,

3. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund. Funding sources identified in sections 640.1.7 and 670.1.5 of the Manual are eligible match types.

(7) **GRANT AWARD.** The Secretary shall approve applications to the extent of available program funds, based on a review of the recommended application priority lists established pursuant to subsections 62D-5.070(8) and (9), F.A.C., of this part.

(8) **PROGRAM AMOUNT ALLOCATION.** The program amount shall be divided into two categories: acquisition and development. The acquisition category will be assigned the first 25 percent of the program amount. The remaining program amount will be assigned to the acquisition and development categories based on the percentage of funds requested in each category in relationship to the total amount of requested funds in all eligible program applications.

(9) **RECOMMENDED APPLICATION PRIORITY LISTS.** All eligible applications shall be divided into acquisition and development categories and evaluated according to Rule 62D-5.072, F.A.C., of this part. A total point score shall be assigned to each application. Department staff shall prepare two priority lists according to the type of category: acquisition and development. Applications shall be ranked on the priority lists according to assigned point scores. The application with the highest score will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned point scores. The priority lists shall rank all eligible applications and include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to one category, the remaining funds may be applied to the other category.

(10) **SITE CONTROL.** The site of an LWCF development project shall be owned by the applicant, or shall be under lease to the applicant from another public agency for a period of time sufficient to satisfy the dedication period required by this rule. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the park for the required period of time; and that such interest cannot be unilaterally or arbitrarily canceled by the grantor of the interest. Eligible sites shall not include school board property. Eligible sites shall be dedicated or managed for public outdoor recreational use pursuant to Rule 62D-5.074, F.A.C., of this part.

(11) **RETROACTIVE PROJECTS.** Land acquired for public outdoor recreation purposes prior to the date of project approval by NPS shall be eligible for LWCF consideration if the applicant obtains a waiver of retroactivity from Department staff before entering into formal negotiations to acquire the property. Prior to undertaking such negotiations, an applicant shall contact Department staff at Bureau of Design and Recreation Services, Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000, (850)488-7896, for forms and instructions.

(12) **HANDICAPPED ACCESSIBILITY.** Grantee must comply with Sections 553.501-.513, F.S., and the Uniform Federal

Accessibility Standards. These standards are incorporated by reference and may be obtained from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(13) **PUBLIC ACCESSIBILITY.** Program projects must be accessible to the public on a non-exclusive basis without regard to age, sex, race, religion, marital status, disability, or ethnic group.

(14) **ENTRANCE FEES.** Reasonable differences in admission fees on the basis of residence for program projects are permitted if they comply with section 675.9.2.B of the Manual.

(15) **FEDERAL COMPLIANCE AND ASSURANCES.** LWCF applicants and approved grantees shall comply with all federal laws, rules, and regulations pursuant to sections 650.1 and 660.3 of the Manual.

(16) **NATIVE PLANTINGS.** In developing a project site with program funds, a grantee shall use only vegetation native to the area except for lawn grasses.

(17) **UNSETTLED CLAIMS.** The Department shall deny or suspend program eligibility or withhold grant funds to any applicant or grantee against which the Department has an unsettled financial claim.

Rulemaking Authority 258.007 FS. Law implemented 258.004, 258.007, 375.021(4) FS. History—New 7-15-01.

62D-5.071 Application Requirements And Processing.

The following constitute the general requirements and procedures for application submittal and processing.

(1) **APPLICATION SUBMISSION PERIOD.** The Department shall accept program applications only during the application submission period. Applications shall be postmarked or received on or before the last day of the application submission period. The Department shall publicize the dates of the application submission period and other pertinent application information specified in this rule in the Florida Administrative Register. The Department shall announce additional application submission periods if sufficient funds remain after the initial funding cycle.

(2) **MAXIMUM REQUEST.** The Department shall announce the maximum funds that an applicant may request in a LWCF application when publicizing the establishment of an application submission period. The amount will depend on the level of federal funding available.

(3) **NUMBER OF APPLICATIONS.** An applicant may submit only one application during each announced application submission period. The application may contain no more than one project site except for sandy beach access sites.

(4) **DUPLICATE PROJECTS.** A grantee shall not apply for LWCF funds to complete an approved project funded by LWCF, FRDAP, RTP, or other sources such as those identified in paragraph 62D-5.070(6)(c), F.A.C., of this Part. An applicant shall not submit the same application, in whole or in part, under LWCF, RTP, or FRDAP in concurrent or overlapping funding cycles.

(5) **ACTIVE PROJECTS.** A grantee with two incomplete LWCF projects by the closing date of the announced application submission period shall not be allowed to apply for additional program funds.

(6) **OUTDOOR RECREATION.** LWCF grants shall only be awarded to grantees for projects that are for the sole purpose of providing outdoor recreational opportunities to the public.

(7) **APPLICATION FORMS.** The Land and Water Conservation Fund Program Application Form, FPS-A047, 7-15-01, is hereby incorporated by reference and is available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(8) **ELIGIBILITY DETERMINATION.** Following closure of an application submission period, staff will review and determine the eligibility based on the following:

(a) **Deficiency Documentation.** The applicant may retain eligibility by submitting documentation missing from the application, such as: proof that applicant had site control by the submission period deadline, evaluation criteria, cost estimate, site development plan, or survey. This documentation must be submitted within 15 working days from date of deficiency notification.

(b) **Ineligibility.** An application, in whole or in part, may be declared ineligible by the Department pursuant to subsections 62D-5.070(10) and 62D.5.071(3)-(6), F.A.C., of this part. The Department may determine that a project site or facility is not viable or practical. A project site would not be considered practical if it has documented and unresolved environmental violations on the site.

(c) **Application Evaluation.** Each eligible application shall be evaluated on the basis of the information provided in the application and in accordance with Rule 62D-5.072, F.A.C., of this part. Each shall be assigned a total point score pursuant to subsection 62D-5.070(9), F.A.C., of this part.

(9) **PROJECT DOCUMENTATION.** Following Secretary approval of the priority list of applications, the grantees shall submit to the Department the documentation described in the Land and Water Conservation Fund Program Approved Project

Documentation Form, FPS-A048, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399- 3000, (850)488-7896. This documentation must be submitted in order for Department to apply for federal grant funds pursuant to Rule 62D-5.068, F.A.C., of this part.

(a) Appraisal. Prior to the Department staff authorizing the grantee to commence acquisition procedures for acquisition projects and projects where the seller is donating real property as all or part of the grantee's matching funds, the grantee shall submit to the Department an appraisal(s) obtained at its own expense, prepared in accordance with uniform appraisal standards for federal land acquisitions, which establishes the fair market value of the project site. The fair market value of the project site shall be based on its highest and best use. If the property is \$500,000.00 or less in appraised value, one appraisal is required. If the property exceeds \$500,000.00 in appraised value, a second appraisal is required. The appraisal(s) shall be dated no earlier than six months prior to the closing date of the LWCF application submission period and prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under provisions of paragraphs 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. The list of approved appraisers may be obtained from the Division of State Lands, Bureau of Appraisal, 3900 Commonwealth Boulevard, Mail Station #110, Tallahassee, Florida 32399-3000, (850)245-2669. The Bureau of Appraisal shall approve the appraisals prior to submittal of the State application by the Department to NPS. The project cost is based on the purchase price or appraised value, whichever is lower. If two appraisals are required for the project, the lower of the purchase price or the approved appraised values is the basis of the project cost. Appraisal costs are ineligible project costs.

(b) Survey or Boundary Map. The grantee shall submit project site boundary information to the Department as follows:

1. Acquisition Project. The grantee shall submit a survey of the project site. The survey shall include a legal description of the property, be updated to within one year of the closure date of the application submission period and be prepared by a Florida registered land surveyor and mapper. Along with the survey, the grantee shall submit the results of a title search for the project area. The search shall cover the thirty-year period prior to the Secretary's approval of the project list. Survey and title search expenses are ineligible project costs.

2. Development Project. The grantee shall submit a boundary map of the project site pursuant to section 660.2.6 of the Manual.

(10) APPLICATION EVALUATION. All eligible project applications will be reviewed on the basis of information provided in the applications in accordance with Rule 62D-5.072, F.A.C., of this part.

(11) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application may be returned to the applicant upon request. If no request is made within 30 days after notification of grant awards, unfunded applications shall be discarded by staff.

Rulemaking Authority 258.007 FS. Law implemented 258.004, 258.007, 375.021(4), FS. History—New 7-15-01.

62D-5.072 Evaluation Criteria.

In addition to provisions set forth in this part, an eligible application's standing among competing eligible applications shall be determined by the extent to which it is determined to meet the criteria set forth in this section. Pursuant to subsection 62D-5.070(9), F.A.C., a total point score shall be assigned to each application after an evaluation according to the general criteria and, depending upon the type of project, either the acquisition or development criteria.

(1) GENERAL CRITERIA. Points shall be awarded as follows.

(a) The project implements the applicant's adopted local comprehensive plan and: is included in their capital improvement plan or schedule (CIP) during the current or next three fiscal year:	20 points
or	
is included as part of the plan through an adopted resolution committing the applicant to amend its CIP and complete the project should it receive program funds:	10 points
(b) The extent to which the project would implement the outdoor recreation goals, objectives and priorities specified in the Plan:	4 points
(c) The extent to which the project would provide for priority resource or facility needs in the region as specified in the Plan:	7 points
(d) The project has been considered in the applicant's public participation process:	21 maximum points
Points shall be awarded as follows:	
1. Presentation at an advertised public meeting solely for the discussion of the proposed project:	10 points

2. Presentation at a regularly scheduled advisory board meeting:	7 points
3. Presentation to community organizations, neighborhood associations, or taking of an opinion survey:	4 points
(e) The project is for a linear park purpose:	13 points
the site has been verified in writing by the Florida Department of State, Division of Historical Resources:	7 points
(g) The applicant has the capability to develop, operate and maintain the project:	8 maximum points
Points shall be awarded as follows:	
1. Has a full-time recreation or park department staffed to provide facility development, programming, and maintenance capabilities:	8 points
2. Has demonstrated the existence of a full-time ability to provide facility development, programming, and maintenance capabilities:	4 points
(2) DEVELOPMENT CRITERIA. Points shall be awarded as follows.	
(a) The project provides for new development of entirely undeveloped property:	5 points
(b) The project provides new or additional recreation facilities and opportunities:	
1. 3 or more facilities or opportunities:	15 points
2. 2 facilities or opportunities:	10 points
3. 1 facility or opportunity:	5 points
(c) The project provides renovation of existing recreation facilities:	
1. 3 or more facilities:	13 points
2. 2 facilities:	9 points
3. 1 facility:	4 points
(d) The project provides new or renovated support facilities and improvement to existing recreation areas:	15 points
(e) The project provides developed pedestrian access to or along water resources, such as trails, boardwalks, or dune walkovers:	7 points
(f) The project provides facilities for recreational use of water resources, such as boat ramps, swimming docks, or fishing piers:	12 points
(g) The project provides a facility identified in the priority of new facilities needs or renovation/repair needs within the applicant's population density set forth in the current study entitled "An Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida," effective December 1995 (Infrastructure Assessment), hereby incorporated by reference and available from the Departments Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896:	12 points
(h) The project addresses the priority of infrastructure funding needs set forth in the applicant's population density in the current study entitled "An Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" identified in paragraph (g), above.	
1. Higher priority in Infrastructure Assessment or combination of new construction and renovation/ repairs:	13 points
2. Lower priority in Infrastructure Assessment:	8 points
(3) ACQUISITION CRITERIA. Points shall be awarded as follows:	
(a) The Project assists in conserving and protecting environmentally unique, irreplaceable and valued ecological resources such as flora, fauna, natural communities, or other special features identified in the Florida Natural Areas Inventory, incorporated by reference and available from Florida Natural Areas Inventory, 1018 Thomasville Road, Suite 200-C, Tallahassee, Florida 32303, (850) 224-8207:	13 points
(b) The project provides frontage on wetlands or water bodies such as rivers, lakes, or oceans:	6 points
(c) The project provides for development of facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" identified in paragraph (2)(g), above:	15 points

(d) The project provides the following pursuant to the applicant's adopted local comprehensive plan:	23 maximum points
Points shall be awarded as follows.	
1. Needed acreage:	15 points
2. Needed distribution of acreage:	8 points
(e) The applicant has:	
1. Identified development of the property in their capital improvement plan or schedule (CIP) during the current or next three fiscal years:	6 points
or	
2. The applicant has included development of the property as part of the plan through an adopted resolution committing the applicant to amend its CIP and develop the property should it receive program funds:	3 points

(4) TIE BREAKER SYSTEM. If two or more applications receive the same score as a result of the above evaluation, the following tie breaker system will be used to decide the priority ranking among them. Tied applicants will be evaluated according to each step of the tie-breaker system in order and will be assigned their priority accordingly. If Step 1 does not break the tie, Step 2 shall be used.

(a) Step 1 – Funding History. An order of priority among those applications with equal scores shall be established based on the per capita amount of funds previously received by the applicant from LWCF during the previous five funding years. The application from the applicant having the lowest per capita amount of funds receives the highest priority. Other applications will be arranged in descending order inversely to their applicants' per capita amount of funds received. The resident population within the applicant's jurisdictional boundaries shall be utilized to compute the applicant's per capita amount of funds received.

(b) Step 2 – Per Capita Operating Budget. The applicant with the lowest per capita expenditure of general operating funds receives the highest priority. The resident population within the applicant's jurisdictional boundaries will be divided into the applicant's total general operating budget for the applicant's current fiscal year to obtain the per capita operating fund amount.

Rulemaking Authority 258.007 FS. Law implemented 258.004, 258.007, 375.021(4) FS. History—New 7-15-01.

62D-5.073 Grant Administration.

The following constitute procedures for administration of program grants.

(1) PROJECT AGREEMENT. After approval of the funding list by the Secretary and execution of the NPS and State project agreement, the Department and grantee shall enter into a project agreement which sets forth the responsibilities and duties of each regarding administration of the approved project, which shall be based on the Manual, this Part, and the Project's particular needs.

(2) PAYMENT BASIS. Grantees are paid approved program funds by the Department subject to the following conditions:

(a) Project Costs. Payment of project costs are made if eligible as provided for in the Manual, this Part and the project agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the project agreement, except for preagreement costs as stated in the project agreement. If the total cost of the project exceeds the grant and required match, the grantee must pay the additional cost.

(b) Costs Limits. Project planning expenses for development projects such as architectural and engineering costs, permitting fees, and project inspection fees are eligible project costs, provided that such costs do not exceed 15 percent of the project cost. Such costs shall only be incurred between the effective date of, and the project completion date identified in, the project agreement.

(c) Retention. For development projects, the Department shall retain 10 percent of the grant award until the grantee completes the project and staff approves the completion documentation set forth in subparagraph 62D-5.073(7)(e)2., F.A.C., of this part.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System: Each grantee is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining financial records to properly account for all program and matching funds.

(b) Grant Accountability Procedure. The grantee shall also meet the requirements of the Division's Grant Accountability Procedure, effective January 23, 1997, incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(4) REVERTED PROJECT FUNDS. If any funds awarded during a funding cycle are not used and become available before termination of the federal fiscal year for which appropriated, the Department may apply the funds in priority order to unfunded program applications remaining on the current priority lists.

(5) PROJECT COMPLETION CERTIFICATION. The grantee shall submit to the Department a Project Completion Certificate,

FPS-A049, 7-15-01, available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(6) ACQUISITION PROJECTS. The following constitute the specific procedures for administration of acquisition projects:

(a) Grant Period. The grantee shall have up to one year from the effective date of the project agreement to complete the project, unless extended by the Department staff for good cause, such as financial hardship, public controversy, or factors beyond the grantee's control, upon written request of the grantee.

(b) Ownership. Title to land acquired with program funds shall vest in the grantee.

(c) Procurement. The grantee shall purchase the property according to sections 640.1.2 and .3; 650.4 and .7; 670.1 and .3; and 675.2 of the Manual.

(d) Assumption of Title. The grantee may not purchase the property acquired with LWCF funds until the project agreement is fully executed and Department staff approves the commencement documentation required by paragraph 62D-5.073(6)(g), F.A.C., unless otherwise specified in this part.

(e) Total Grant Award. The total grant payment is based on the project cost, negotiated purchase price, or approved appraised value, whichever is lowest. If the negotiated purchase price or approved appraised value is greater than the project cost, the grantee must pay the additional cost.

(f) Site Development. The grantee shall have up to three years from completion date set forth in the project completion certificate to develop the property unless extended by staff for good cause, such as financial hardship, public controversy, material shortage, unfavorable weather conditions, or factors beyond the grantee's control, upon written request of the grantee.

(g) Commencement Documentation. Prior to commencement of acquisition procedures, the grantee shall submit for Department staff approval the documentation described in the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, FPS-A050, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(h) Completion Documentation. After completion of acquisition procedures and prior to final reimbursement, the grantee shall submit for Department staff approval the documentation described in the Land and Water Conservation Fund Program Required Project Completion Documentation Form, FPS-A051, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

(7) DEVELOPMENT PROJECTS. The following constitutes the specific procedures for administration of development projects:

(a) Grant Period. The grantee shall have up to three years from the effective date of the project agreement to complete the project, unless extended by Department staff for good cause, such as financial hardship, public controversy, material shortage, unfavorable weather conditions, or factors beyond the grantee's control, upon written request of the grantee.

(b) Procurement of Goods and Services. The grantee shall secure all goods and services for accomplishment of the project according to its adopted procurement procedures and applicable federal requirements identified in section 675.3 of the Manual.

(c) Contracting Requirement. Any contractor awarded a contract for construction of facilities under the grant must be bonded and insured pursuant to section 675.3 of the Manual.

(d) Inspections. Department staff shall perform an on-site inspection of the project site to ensure compliance with the project agreement prior to release of the final grant payment.

(e) Commencement Documentation. Prior to commencement of the project, the grantee shall submit for Department staff approval the documentation described in the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, FPS-A050, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

1. Permitting Certification. The grantee shall submit to the Department a Land and Water Conservation Program Project Permitting Certification, FPS-A052, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-3000, (850)488-7896.

2. Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit for Department staff approval the documentation described in the Land and Water Conservation Fund Program Required Project Completion Documentation Form, FPS-A051, 7-15-01, hereby incorporated by reference and available from the Department's Division of Recreation and Parks, 3900 Commonwealth Boulevard, Mail Station #585, Tallahassee, Florida 32399-

3000, (850)488-7896.

Rulemaking Authority 258.007 FS. Law implemented 258.004, 258.007, 375.021(4) FS. History—New 7-15-01.

62D-5.074 Compliance Responsibilities.

Subsections 62D-5.070(12)-(16), F.A.C., and the following constitute the general requirements for program compliance.

(1) **SITE DEDICATION.** Land owned by the grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by grantee must include safeguards to ensure the perpetual use requirement contained in the Land and Water Conservation Fund Act. Safeguards include such things as joint sponsorship of the project or an agreement between the parties that the lessor would assume compliance responsibility for the project site in the event of default by the lessee (grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the grantee.

(2) **MANAGEMENT OF PROJECT SITES.** Grantees shall ensure by site inspections that the property acquired or developed with LWCF are being operated and maintained for outdoor recreation purposes. All projects shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Facilities shall be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.

(3) **CONVERSION.** Should a grantee, within the period of dedication, convert all or part of the project site to other than public outdoor recreational uses, the grantee shall replace the area, facilities, resource or site at its own expense with an acceptable project of comparable or greater value, scope and quality pursuant to section 675.9.3 of the Manual.

(4) **NON-COMPLIANCE.** Before a project is closed, the Department and the NPS shall have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the provisions of this Part or the project agreement will result in the Department declaring the grantee ineligible for further participation in LWCF until such time as compliance has been obtained as determined by the Department under this rule and the Manual.

(5) **INSPECTIONS.** Department staff shall periodically inspect program projects to ensure compliance with subsections (1), (2), and (3), of this rule, and section 675.9 of the Manual.

Rulemaking Authority 258.007 FS. Law implemented 258.004, 258.007, 375.021(4) FS. History—New 7-15-01.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



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

MEETING DATE REQUESTED:

July 10, 2023

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

Recommended Action: Approve Grant Agreement

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

Budgeted Expense: A budget has been submitted to County Finance.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

June 26, 2023

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

Dear Mr. English:

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

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

Steps You Must Take to Enter Into Agreement.

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

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

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

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

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

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


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

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

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

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

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 26, 2023

Airport/Planning Area Perry-Foley Airport

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

Unique Entity Identifier REHMLLBHALS6

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

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

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

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

Install Apron High Mast and Edge Lights (Design Only)

which is more fully described in the Project Application.

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

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

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

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

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

- a. **Period of Performance:**

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

- b. **Budget Period:**

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

- c. **Close Out and Termination**

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

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

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

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

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

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

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

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

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

19. **Audits for Sponsors.**

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

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

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

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

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

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

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

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

SPECIAL CONDITIONS

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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

Taylor County Board of County Commissioners

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

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

30. Civil Rights.

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

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

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

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

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

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

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

31. Disposal of Land.

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

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

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

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



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

MEETING DATE REQUESTED:

July 10, 2023

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

Recommended Action: Approve grant agreement.

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

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

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

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

Attachments:

Gulf Consortium Subrecipient Grant Agreement

GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. _____
PURSUANT TO
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA
STATE EXPENDITURE PLAN

1. Subrecipient Name (which must match the registered name in System for Award Management) and Address: County of Taylor
2. Subrecipient's System For Award Management (SAM) Unique Entity Identification Number: RHFJLN17E2A1
3. Federal Award Identification Number (FAIN): GNSSP23FL0049-01-00
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): May 25, 2023
5. Subaward Period of Performance:

Effective Date: _____ (Date Executed by both Parties)
Project Completion Date: August 30, 2024

6. Budget Period: May 25, 2023 - August 30, 2024
7. Amount of Federal Funds Subject to Award (to Gulf Consortium): \$621,686.00
8. Total Amount of Federal Funds Obligated to the Subrecipient: \$600,000.00
9. Total Amount of the Federal Award Subject to this Agreement: \$600,000.00
10. Federal award project description:

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

11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – Gulf Ecosystem Restoration Council
Pass Through Entity – The Gulf Consortium
Contact Information for Awarding Official of Pass-Through Entity-

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185

Gulf.Consortium@balmoralgroup.us

12. CFDA Number and Name: 87.052 Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program

13. Identification of whether the award is for research and development (R&D): No

14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged
per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): N/A

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THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the **GULF CONSORTIUM**, a legal entity and public body organized and created pursuant to section 163.01, Florida Statutes, (hereinafter referred to as the "Consortium") and **TAYLOR COUNTY**, a political subdivision of the State of Florida, whose address is 108 N Jefferson STE 103 Perry, Florida 32347-3252 (hereinafter referred to as "Subrecipient"), to provide for the sub-award of funds to Subrecipient made available through Financial Assistance Award FAIN No. GNSSP23FL0049-01-00 between the Consortium and the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council"). Collectively, the Consortium and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, in July 2012, the *Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012*, Public Law 112-141, codified at 33 U.S.C. 1321(t) (hereinafter referred to as the "RESTORE Act") established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council") and made funds available for the restoration and protection of the Gulf Coast Region through a trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the "Trust Fund"); and

WHEREAS, pursuant to the RESTORE Act, thirty percent (30%) of the funds available in the Trust Fund are allocated to the Spill Impact Component, under which such funds are made available to the five Gulf Coast states, including Florida, pursuant to an approved State Expenditure Plan that meets the criteria set out in the RESTORE Act at 33 U.S.C. 1321(t)(3)(B)(i), including consistency with the goals and objectives of the RESTORE Council's Comprehensive Plan; and

WHEREAS, the State of Florida State Expenditure Plan ("FSEP") was approved by the RESTORE Council on October 1, 2018; and

WHEREAS, FSEP Project No. 10-1 provides funding for acquisition of a 3.95-acre parcel in Taylor County known as Spring Warrior, which is located on a short navigable channel providing direct access to the Gulf of Mexico; and

WHEREAS, on May 25, 2023, the Consortium and the RESTORE Council entered into Financial Assistance Award FAIN No. GNSSP23FL0049-01-00 governing the award of funds from the Trust Fund for the purpose of funding all or a portion of FSEP Project No. 10-1, as further described in such Financial Assistance Award and the attachments thereto (the "Project"); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the Consortium pursuant to Financial Assistance Award FAIN No. GNSSP23FL0049-01-00 to Subrecipient such that Subrecipient may complete the Project, subject to the terms and conditions set forth herein; and

WHEREAS, the Subrecipient represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived therefrom, the Consortium and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

The Subrecipient does hereby agree to perform the Project in accordance with the terms and conditions set forth in this Agreement, Financial Assistance Award FAIN No. GNSSP23FL0049-01-00, attached hereto as **Attachment A** (hereinafter the "Financial Assistance Award" or "Award"), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set out at 2 CFR part 200 and the RESTORE Council's Financial Assistance Standard Terms and Conditions; any Special Award Conditions contained in **Attachment B** hereto (hereinafter "Special Award Conditions"); the Gulf Consortium Subrecipient Policy and Grant Manual (available at <https://www.gulfconsortium.org/>); and all other attachments and exhibits hereto.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until August 30, 2024 (the "Project Completion Date"), except that the provisions contained within Sections 7, 10, 11, 12, 26, and 29 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for work performed on or after the Effective Date through the Project Completion Date. While certain pre-award costs incurred by Subrecipient may be eligible for reimbursement if so indicated within the Financial Assistance Award and approved by the RESTORE Council, Subrecipient assumes the risk for any costs incurred prior to the Effective Date and acknowledges that such costs may not be eligible for reimbursement under this Agreement.

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. CONSIDERATION, COST REIMBURSEMENT, SUPPORTING DOCUMENTATION.

A. As consideration for the satisfactory completion of services rendered by the Subrecipient and subject to the terms and conditions of this Agreement, the Consortium shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$600,000.00 for completion of the Project. It is understood and agreed that any additional funds necessary for the

completion of this Project above and beyond this award amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable Project costs as such costs are incurred. Reimbursement shall be requested through the Consortium's Grants Management System Portal located at <https://www.gulfconsortium.org/grant-resources> ("Grant Management Portal"), as further described in Section 5 hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the Consortium demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. Additionally, all costs for which reimbursement is sought must be in compliance with laws, rules and regulations applicable to expenditures of Federal grant funds, including, but not limited to, 31 C.F.R. Part 34, 2 C.F.R. Part 200, and the RESTORE Council Financial Assistance Standard Terms and Conditions. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly approved through a special award condition.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Consortium no later than thirty (30) days following the Project Completion Date, to assure the availability of funds for payment. All work must be performed on or before the Project Completion Date, and the subsequent thirty (30) day period merely allows the Subrecipient to finalize invoices and backup documentation to support the final payment request.

D. The Consortium requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the Consortium. In the event the Consortium determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the Consortium.

E. Eligible and allowable costs for reimbursement under this Agreement shall be determined in accordance with 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council Financial Assistance Standard Terms and Conditions, and other applicable laws, rules, and regulations.

F. Accounting. Subrecipient's accounting and financial management system shall comply with 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302 pertaining to financial management. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. Payments to Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards

specified in 2 C.F.R. Part 200, including but not limited to 2 C.F.R. § 200.302. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

G. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the Consortium from another source, the Subrecipient shall reimburse the Consortium for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the Consortium by the Subrecipient.

H. Retainage. Five percent (5%) of the total amount of RESTORE Act funds obligated to Subrecipient under the Award shall be retained at the end of the Project until the Grant Administrator verifies that all required work provided for under the Award is complete.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the Consortium for costs incurred under this Agreement for which the Subrecipient is legally obligated to pay. All payment requests shall be submitted using the Payment Request Form made available through the Grant Management Portal located at <https://www.gulfconsortium.org/grant-resources>, and shall be accompanied with sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available through the Grant Management Portal, which shall describe the work performed for which reimbursement is being requested.

B. Within ten (10) days after receipt of the Payment Request, the Consortium shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the Consortium shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the Consortium. The Consortium reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the Consortium.

C. Upon determination by the Consortium that the Payment Request is sufficient, the Consortium shall initiate the reimbursement process through the RESTORE Council in accordance with the RESTORE Council Financial Assistance Standard Terms and Conditions and the Consortium's applicable policies and procedures. Within ten (10) days of the Consortium's receipt of the funds subject to the Payment Request from the RESTORE Council, the Consortium shall remit such funds to the Subrecipient.

D. If applicable, program income must be disbursed before the Subrecipient requests funds from the Consortium.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The Consortium's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the Consortium's actual receipt of applicable funding from the RESTORE Council. Authorization for continuation and completion of work and payment associated therewith may be rescinded by the Consortium at its discretion, upon proper notice to Subrecipient, if RESTORE Council funds are reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. **Financial and Performance Reports.** Subrecipient shall submit biannual financial and performance reports related to the Project on forms provided by the Consortium and made available through the Grant Management Portal, unless a different reporting period is included as a special award condition. Each such financial and performance report shall be submitted no later than twenty (20) days following the completion of the applicable reporting period. If the work to be performed under this Agreement involves construction, restoration, or otherwise consists of tangible improvements to the physical environment, Subrecipient shall include with each performance report project photographs in jpg format and brief explanations of same depicting the current status of the project, which photographs shall be suitable for posting to a project-related website.

B. **Final Project Report.** Within 45 days of the completion of all required work contemplated under the Award, Subrecipient shall submit a "Final Project Report," on a form made available through the Grant Management Portal, in which the Subrecipient shall affirm that to the best of its knowledge and belief the Project has been satisfactorily completed. The Final Project Report shall further include an accounting of all Project expenses and such other information as the Consortium deems necessary to facilitate close out of the Award and permit the Consortium to meet all of its obligations and requirements under such Award.

C. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

"This [publication/video/etc.] was prepared by [Subrecipient] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

D. The Subrecipient agrees to provide a copy of any draft report or presentation to the Consortium before making, or allowing to be made, a press release, publication, or other public announcement concerning the final outcome of the FSEP Project that is the subject of this Agreement.

E. Any signage produced with funds from the Award or informing the public about the activities funded in whole or in part by the Award, must first be approved in writing by the Grant Administrator.

F. If the direct and/or indirect purchase of equipment is authorized under section 19 of this Agreement, then the Subrecipient shall comply with the property management requirements set forth in 2 C.F.R. § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted via the Grant Management Portal no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted at the end of the Agreement.

G. Reporting on Real Property. In accordance with 2 C.F.R. § 200.329, The Subrecipient shall complete and submit to the Consortium a report on the status of the real property or interest in real property in which the federal government retains an interest, using a SF-429 Real Property Status Report form annually for the first three years of the Award and thereafter at successive five year intervals until the end of the Estimated Useful Life of the property or time of disposition, whichever is less. All reports shall be submitted within 30 days of the end of the year for which the report is made.

H. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the Consortium must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees to assist the Consortium in providing the information necessary, over the life of this Agreement, for the Consortium to comply with its reporting obligations under FFATA.

I. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased for the Project by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and , 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

SECTION 9. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By Consortium. The Consortium may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement or in its application for funding submitted to the Consortium shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the Consortium shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the Consortium regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the Consortium fails to fulfil any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the Consortium an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience upon mutual agreement of the Parties. In such event, both Parties shall enter into a separate agreement governing the termination conditions, including, but not limited to, the effective date thereof.

C. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the Grant Administrator in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Consortium may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 27 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the Consortium. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the Consortium prior to the effective date of termination, or otherwise allowable pursuant to 2 C.F.R. §200.342.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a deliverable or milestone to be performed under this Agreement is deemed unsatisfactory by the Consortium, the Subrecipient shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Consortium, within twenty (20) days of being notified of the unsatisfactory deliverable, or within such other timeframe as is specified in writing by the Grant Administrator. If a satisfactory deliverable is not submitted within the specified timeframe, the Consortium may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Consortium Grant Administrator may, by written notice specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Subrecipient to the Consortium. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days from the Consortium's approval of the CAP.

1. A CAP shall be submitted within ten (10) days of the date of the letter request from the Consortium. The CAP shall be sent to the Consortium Grant Administrator for review and approval. Within ten (10) calendar days of receipt of a CAP, the Consortium shall notify the Subrecipient in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Subrecipient shall have ten (10) days from receipt of the Consortium letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Consortium approval of a CAP as specified above may result in the Consortium's termination of this Agreement for cause as authorized in this Agreement.

2. Upon the Consortium's notice of acceptance of a proposed CAP, the Subrecipient shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Consortium does not relieve the Subrecipient of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subrecipient, the Consortium shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Consortium or steps taken by the Subrecipient shall preclude the Consortium from subsequently asserting any deficiencies in performance. The Subrecipient shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Consortium as requested by the Consortium Grant Administrator.

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

The remedies set forth above are not exclusive and the Consortium reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement or as otherwise available at law or in equity.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the Consortium may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the RESTORE Council or the Consortium.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and RESTORE Council regulations (or in the case of the Consortium, recommend such a proceeding be initiated by the RESTORE Council).

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Trust Fund for the implementation of an FSEP project or withhold future FSEP project implementation sub-awards to the Subrecipient.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the Consortium shall refund, and shall forthwith pay to the Consortium, the amount of money demanded by the Consortium. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Consortium by the Subrecipient to the date repayment is made by the Subrecipient to the Consortium.

7. Take other remedies that may be legally available.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to the RESTORE Act-specific remedies for noncompliance outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated into the Financial Assistance Award and made a part hereof.

D. Federal Clawbacks. In the event RESTORE Council, Department of the Treasury, or such other Federal entity having jurisdiction demands the return of funds paid to Subrecipient pursuant to this Agreement following a Federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the Award, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the Consortium promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the Consortium may pursue any or all of the following remedies: (1) withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of funds from the Trust Fund; (2) deduct funds allocated to the Subrecipient for use on future FSEP implementation projects; (3) pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Consortium. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the RESTORE Council, Consortium, and Government Accountability Office (GAO).

C. The Consortium may issue a decision on any audit findings contained within the Subrecipient's audit report including direction to Subrecipient on any corrective action that must be taken in response to same. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the Consortium's imposition of remedies as provided in Section 10 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the Consortium; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Consortium. In the event the Consortium determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Consortium to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Consortium.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. All procurements of property (as defined in 2 C.F.R. § 200.81) and services, including the procurement of subcontractors, by Subrecipient under this Agreement shall comply with 2 C.F.R. §§ 200.318-326, Appendix II to 2 C.F.R. Part 200 pertaining to contract provisions for non-federal entity contracts under federal awards, the Florida Competitive Consultant Negotiation Act, Section 287.055, Florida Statutes (as applicable), the Gulf Consortium Subrecipient Policy (available at <https://www.gulfconsortium.org/>), and all other applicable provisions of state and federal law.

B. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

C. Consistent with 2 C.F.R. §200.308(c)(6), unless described in the Award, the subcontracting of any work to be performed in connection with the Project requires prior written approval by the Consortium. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the Consortium for review. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected (e.g. invitation to bid, request for proposal, etc.) to the Consortium prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the Consortium shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

D. Required Notice in Procurements. The Subrecipient shall include the following notice in each request for applications, proposals, or bids for a subaward, contract, or subcontract, as applicable, under this Agreement:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

E. Subcontract Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the Consortium upon request.

F. Recused Entities. Subrecipient acknowledges and represents that it is aware that certain persons and/or entities (the "Recused Entities") are expressly prohibited by contract and under the express terms of Section III. C., of the FSEP from participating in the implementation of any FSEP project, program, or activity, including the Project that is the subject of this Agreement. Subrecipient acknowledges and agrees that to the extent it contracts, whether directly or indirectly, with any such Recused Entity for the performance of work under this Agreement, the Subrecipient does so solely at its own risk and any costs incurred by the Subrecipient related to work performed by a Recused Entity shall be ineligible for cost reimbursement.

G. The Subrecipient and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or any other Federal department, agency, or instrumentality without the Consortium's prior written approval.

H. Affirmative Action. The Consortium supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

I. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions

for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

J. Sub-Awards. The Subrecipient shall not make sub-awards under this Agreement unless expressly contemplated and approved in the Award (including identification of the sub-awardee) or without the prior express written approval of the Consortium. In making sub-awards under this Agreement, Subrecipients shall comply with all applicable rules, regulations, policies, and requirements applicable to sub-awards made by subrecipients, including but not limited to those contained in 31 C.F.R. Part 34, 2 C.F.R. Part 200, the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All sub-awardees under this Agreement shall be subject to the same performance, financial, and reporting requirements as the Subrecipient.

K. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the Consortium and the RESTORE Council. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

L. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subgrants entered into for the performance of work under this Agreement.

SECTION 13. CLOSEOUT.

A. The Consortium will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Unless an extension is approved by the Consortium, within 45 days after the end of the Project Completion Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the Consortium any balances of unobligated cash that the Consortium paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within 30 days after receipt of all outstanding reports, the Consortium will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this award does not affect any of the following:

1. The right of the Consortium or RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the Consortium, within 90 days after the end of the Project Completion Date, the Subrecipient must liquidate all obligations incurred under this Award.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

F. Conflict of Interest.

1. The Subrecipient shall comply with Section III. C., of the FSEP entitled "Conflict of Interest" in its performance of this Agreement.

2. The Subrecipient shall not employ or retain any person or entity with a financial interest in the Project. The Subrecipient shall not employ, retain, or otherwise grant

any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Subrecipient must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance of the Project. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

Gulf Consortium

Grant Administrator

Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
(407) 629-2185
Gulf.Consortium@balmoralgroup.us

Subrecipient

Project Manager

[TO COME]

In the event the Consortium's Grant Administrator or the Subrecipient's Project Manager changes, written notice by electronic mail with acknowledgement by the other Party will be acceptable.

SECTION 18. INSURANCE.

A. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient. This insurance must provide coverage for all reasonably foreseeable claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Subrecipient, any sub-subrecipient, or Subrecipient's contractors. The Subrecipient shall be responsible for determining the specific kinds and limits of coverage to be carried by the Subrecipient, subject to the provisions of this Agreement including any special conditions attached hereto, and all applicable state and Federal laws and regulations.

B. Subrecipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds pursuant to this Agreement as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless expressly required by the terms and conditions of the Financial Assistance Award.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. Real property or an interest in real property may not be acquired under this Agreement unless expressly authorized in the Award or otherwise approved in writing by the Consortium and the RESTORE Council.

B. The Subrecipient shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the Consortium. The Subrecipient shall not subject the title to such property to any liens or grants; the making of any federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement without prior written approval from the Consortium.

C. For projects involving acquisition of an interest in real property, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and the RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards." Pursuant to same, except as otherwise expressly authorized by the Consortium, real property acquired under this Agreement must be used for the

originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

D. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and RESTORE Council Financial Assistance Standard Terms and Conditions related to Real Property, including, but not limited to the section entitled "Property Standards."

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and sub-awardees in the

System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Subrecipient's work under this Agreement.

SECTION 23. COPYRIGHT, PATENT, AND TRADEMARK.

The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes:

A. The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract.

B. Any right or copyright to which a Subrecipient, sub-subrecipient, or a contractor purchases ownership with funds pursuant to this Award.

C. All patent rights, copyrights and data rights must be in accordance with 2 C.F.R. §200.315 and 37 C.F.R. Part 401, as applicable.

SECTION 24. SPECIAL CONDITIONS.

In accordance with 2 C.F.R. §§ 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Subrecipient shall comply with all special conditions applicable to this Agreement as set forth in **Attachment B, Special Award Conditions**.

SECTION 25. ENVIRONMENTAL COMPLIANCE.

Subrecipient shall comply with the Federal environmental statutes, regulations, and executive orders described in **Attachment D-3, Environmental Compliance**, as applicable, in its performance of this Agreement. Additionally, if the Subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package, Subrecipient must promptly notify the Consortium.

SECTION 26. PHYSICAL ACCESS AND INSPECTION.

As applicable, Consortium agents and personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Subrecipient shall provide access to any location or facility on which Subrecipient or any of its subcontractors are performing work, or storing or staging equipment, materials or documents;

B. Subrecipient shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Subrecipient shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

SECTION 27. AMENDMENTS/MODIFICATIONS.

A. Change Orders. A Change Order to this Agreement is required when the cumulative transfer of funds between approved budget categories, as described in the approved Project budget contained within the Financial Assistance Award, is less than ten percent (10%) of the total budget. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing. The Grant Administrator shall be authorized to approve Change Orders on behalf of the Consortium.

B. Amendment. Amendment of this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Project Completion Date; changes to the cumulative amount of funding transfers between approved budget categories contained within the Financial Assistance Award exceeds or is expected to exceed ten percent (10%) of the total budget; or any other modification to this Agreement not otherwise described in paragraph A. above for which a Change Order would be appropriate. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing. The Parties further acknowledge and agree that Amendments to this Agreement impacting the Award may also require prior written approval of the RESTORE Council.

SECTION 28. PERMITS.

The Subrecipient expressly acknowledges that receipt of this grant does not imply or guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

SECTION 29. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the Consortium for refusal by the Subrecipient to either provide to the Consortium upon request, or to allow inspection and

copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CONSORTIUM'S CUSTODIAN OF PUBLIC RECORDS by telephone at (407) 629-2185, by email at Gulf.Consortium@balmoralgroup.us, or at the mailing address below.

Gulf Consortium Records Custodian
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

E. The Subrecipient acknowledges and agrees that the Consortium, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The Consortium, RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this award.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

s

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 30. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Leon County, Florida or if an action is brought in Federal Court, the United States District Court for the Northern District of Florida, Tallahassee Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

GULF CONSORTIUM

TAYLOR COUNTY

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Print Name and Title

ATTACHMENT A
FINANCIAL ASSISTANCE AWARD

[TO COME]

1. DATE ISSUED MM/DD/YYYY
05/25/2023

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
87.052 - Spill Impact Component Project Grants

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. GNSSP23FL0049-01-00
Formerly

5. TYPE OF AWARD
Other

4a. FAJN GNSSP23FL0049

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 05/25/2023

Through 09/30/2024

7. BUDGET PERIOD MM/DD/YYYY
From 05/25/2023

Through 09/30/2024

8. TITLE OF PROJECT (OR PROGRAM)
10-1: Spring Warrior - Acquisition

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS
GULF CONSORTIUM
165 LINCOLN AVE
WINTER PARK, FL 32789-3877

9b. GRANTEE PROJECT DIRECTOR
Daniel Dourte
165 Lincoln Ave
Winter Park, FL 32789-3877
Phone: 407-629-2185 ext 113

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Christopher Constance
165 Lincoln Avenue
Winter Park, FL 32789-3877
Phone: unknown

10b. FEDERAL PROJECT OFFICER
Bridget Zachary
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-232-3750

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	0.00
b. Fringe Benefits	0.00
c. Total Personnel Costs	0.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	0.00
g. Construction	0.00
h. Other	0.00
i. Contractual	621,686.00
j. TOTAL DIRECT COSTS	621,686.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	621,686.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	621,686.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	621,686.00
13. Total Federal Funds Awarded to Date for Project Period	621,686.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

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

Please see attached terms and conditions.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 481662290	18b. EIN 481662290	19a. UEI LJCAH459JQ13	19b. DUNS 079937065	20. CONG. DIST. 10
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNS000049A	c. 6013 NONIN	d.	\$621,686.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 12

DATE ISSUED

05/25/2023

GRANT NO. GNSSP23FL0049-01-00

Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Observational Data Management and Delivery

A. Data Sharing:

All data compiled, collected, or created under this Award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the actual cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the Award.

B. Timeliness:

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Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the Award, whichever first occurs.

C. Author statement:

Data produced under this Award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

D. Failure to Share Data:

Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation:

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

F. Final Project Geographic Information System (GIS) files:

As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

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4. Updates to the Observational Data Plan

The Recipient will update the Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient must deliver updated plans to the Council at least annually until all comments are addressed and all "N/A," "TBD" and unspecified items are provided, and must correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

5. Supplemental Land Acquisition Terms

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

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

A. Estimated Useful Life and Federal Interest in Project Property

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

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

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restoration project.

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

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

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

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

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

B. Reporting on Real Property Acquired or Improved

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

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

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

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

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

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

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

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C. Authorized Award Purpose

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

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

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

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

D.2. Pursuant to the award:

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

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

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

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

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

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conditions, and purposes of the award;

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

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

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

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

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

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

E. Pre-acquisition Requirements and Documentation

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

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

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

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Relocation Act will be met.

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

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

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

E.4. Required maps:

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

E.4.2. Site map for each property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.10.1. Project name/identifier and location;

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

E.10.3. Appraised value;

E.10.4. Anticipated closing date;

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

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

E.10.6.a.) Appraisal costs;

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

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

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

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

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

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

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

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

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

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

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

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

F.2.3. Ownership of the property;

F.2.4. The approved authorized use; and

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

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

G. Long-Term Property Stewardship

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

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

H. Post-acquisition Requirements

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

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

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

H.3. Title insurance policy;

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

H.4.1. Project name/identifier and location;

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

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

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

H.4.4.a.) Appraisal costs;

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

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

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

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

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

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

AWARD ATTACHMENTS

GULF CONSORTIUM

GNSSP23FL0049-01-00

1. Award Terms and Conditions

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ MILESTONES
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY23 - CatB 6013 - Cost Pool GCCSTFL000

CAM1: GCCGALLGOALS

CAM2: GCCOTHERWSXX

CAM3 GCCOTHEROBJ

FUNDING AUTHORIZATION

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

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

REPORTING SCHEDULE

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

ATTACHMENT B
SPECIAL AWARD CONDITIONS

1. Nature of the additional requirements: See below.
2. Reason why the additional requirements are being imposed: N/A
3. Nature of the action needed to remove the additional requirement (if applicable):
N/A
4. Time allowed for completing the actions (if applicable): N/A
5. The method for requesting reconsideration of the additional requirements imposed:

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

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided. Only expenditures for categories in the approved Project budget will be reimbursed. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. **Travel:** Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. **Other direct costs:** Reimbursement will be made based on paid invoices/receipts.

5. **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. **Contractual Services (Subcontractors):** Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Consortium determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the Consortium within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

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

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

(b) For purposes of this section:

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

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

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

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

I. Trafficking in persons.

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

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

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

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

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

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

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

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

A. Associated with performance under this award; or

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

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

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

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

i. Associated with performance under this award; or

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

c. Provisions applicable to any recipient.

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

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

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

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

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

d. Definitions. For purposes of this award term:

1. "Employee" means either:

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

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

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

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

3. "Private entity":

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

ii. Includes:

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

B. A for-profit organization.

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

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

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

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

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

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

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Attachment D-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to further discuss request to advertise, RFP documents and draft agreement for Household Public Waste Collection Services and the impact of Florida State Statute 403.70605 (3).

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: To provide curbside household public waste collection services for Taylor County.

Recommended Action: Further discussion

Fiscal Impact: TBD

Budgeted Expense: Yes, pending approved FY 2023-2024 budget.

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board has requested preparation of draft request for proposal documents in order to determine consideration of providing mandatory household public waste collection services to residential property owners in Taylor County who pay the solid waste assessment.

The County Attorney and the County Administrator have been made aware of the requirements of Florida State Statute 403.70605, which includes provisions for any displacement of private waste companies. The Board should further discuss the requirements of the statute prior to advertisement.

Funding for the provision of services would be through the approved Solid Waste Assessment, which is currently set at \$178 per dwelling unit. The current assessment does not include costs for capital purchases, which is funded through the one cent sales tax revenue.

Draft documents include the Request for Proposals and Agreement, which is subject to change during contract negotiations.

Options: Advertise/Do not advertise/Revise

Attachments:

**Draft Request for Proposal
Draft Agreement
Florida State Statute 403.70605**

403.70605 Solid waste collection services in competition with private companies.—

(1) SOLID WASTE COLLECTION SERVICES IN COMPETITION WITH PRIVATE COMPANIES.—

(a) A local government that provides specific solid waste collection services in direct competition with a private company:

1. Shall comply with the provisions of local environmental, health, and safety standards that also are applicable to a private company providing such collection services in competition with the local government.

2. Shall not enact or enforce any license, permit, registration procedure, or associated fee that:

a. Does not apply to the local government and for which there is not a substantially similar requirement that applies to the local government; and

b. Provides the local government with a material advantage in its ability to compete with a private company in terms of cost or ability to promptly or efficiently provide such collection services. Nothing in this sub-subparagraph shall apply to any zoning, land use, or comprehensive plan requirement.

(b)1. A private company with which a local government is in competition may bring an action to enjoin a violation of paragraph (a) against any local government. No injunctive relief shall be granted if the official action which forms the basis for the suit bears a reasonable relationship to the health, safety, or welfare of the citizens of the local government unless the court finds that the actual or potential anticompetitive effects outweigh the public benefits of the challenged action.

2. As a condition precedent to the institution of an action pursuant to this paragraph, the complaining party shall first file with the local government a notice referencing this paragraph and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. The complaining party may provide evidence to substantiate the claims made in the complaint. Within 30 days after receipt of such a complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If no response is received within 30 days or if appropriate corrective action is not taken within a reasonable time, the complaining party may institute the judicial proceedings authorized in this paragraph. However, failure to comply with this subparagraph shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the conduct or activity complained of.

3. The court may, in its discretion, award to the prevailing party or parties costs and reasonable attorneys' fees.

(c) This subsection does not apply when the local government is exclusively providing the specific solid waste collection services itself or pursuant to an exclusive franchise.

(2) SOLID WASTE COLLECTION SERVICES OUTSIDE JURISDICTION.—

(a) Notwithstanding s. 542.235, or any other provision of law, a local government that provides solid waste collection services outside its jurisdiction in direct competition with private companies is subject to the same prohibitions against predatory pricing applicable to private companies under ss. 542.18 and 542.19.

(b) Any person injured by reason of violation of this subsection may sue therefor in the circuit courts of this state and shall be entitled to injunctive relief and to recover the damages and the costs of suit. The court may, in its discretion, award to the prevailing party or parties reasonable attorneys' fees. An action for damages under this subsection must be commenced within 4 years. No person may obtain injunctive relief or recover damages under this subsection for any injury that results from actions taken by a local government in direct response to a natural disaster or similar occurrence for which an emergency is declared by executive order or proclamation of the Governor pursuant to s. 252.36 or for which such a declaration might be reasonably anticipated within the area covered by such executive order or proclamation.

(c) As a condition precedent to the institution of an action pursuant to this subsection, the complaining party shall first file with the local government a notice referencing this subsection and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. Within 30 days after receipt of such complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If the local government denies that it has engaged in conduct that is prohibited by this subsection, its response shall include an explanation showing why the conduct complained of does not constitute predatory pricing.

(d) For the purposes of this subsection, the jurisdiction of a county, special district, or solid waste authority shall include all incorporated and unincorporated areas within the county, special district, or solid waste authority.

(3) DISPLACEMENT OF PRIVATE WASTE COMPANIES.—

(a) As used in this subsection, the term "displacement" means a local government's provision of a collection service which prohibits a private company from continuing to provide the same service that it was providing when the decision to displace was made. The term does not include:

1. Competition between the public sector and private companies for individual contracts;
2. Actions by which a local government, at the end of a contract with a private company, refuses to renew the contract and either awards the contract to another private company or decides for any reason to provide the collection service itself;

3. Actions taken against a private company because the company has acted in a manner threatening to the public health or safety or resulting in a substantial public nuisance;
4. Actions taken against a private company because the company has materially breached its contract with the local government;
5. Refusal by a private company to continue operations under the terms and conditions of its existing agreement during the 3-year notice period;
6. Entering into a contract with a private company to provide garbage, trash, or refuse collection which contract is not entered into under an ordinance that displaces or authorizes the displacement of another private company providing garbage, trash, or refuse collection;
7. Situations in which a majority of the property owners in the displacement area petition the governing body to take over the collection service;
8. Situations in which the private companies are licensed or permitted to do business within the local government for a limited time and such license or permit expires and is not renewed by the local government. This subparagraph does not apply to licensing or permitting processes enacted after May 1, 1999, or to occupational licenses; or
9. Annexations, but only to the extent that the provisions of s. 171.062(4) apply.

(b) A local government or combination of local governments may not displace a private company that provides garbage, trash, or refuse collection service without first:

1. Holding at least one public hearing seeking comment on the advisability of the local government or combination of local governments providing the service.
2. Providing at least 45 days' written notice of the hearing, delivered by first-class mail to all private companies that provide the service within the jurisdiction.
3. Providing public notice of the hearing.

(c) Following the final public hearing held under paragraph (b), but not later than 1 year after the hearing, the local government may proceed to take those measures necessary to provide the service. The local government shall provide 3 years' notice to the private company before it engages in the actual provision of the service that displaces the company. At the end of the 3-year notice period, the local government shall pay the displaced company an amount equal to the company's preceding 18 months' gross receipts for the displaced service in the displacement area. The 3-year notice period shall lapse as to any private company being displaced when the company ceases to provide service within the displacement area. This paragraph does not prohibit the local government and the company from voluntarily negotiating a different notice period or amount of compensation.

(4) DEFINITIONS.—As used in this section:

(a) "In competition" or "in direct competition" means the vying between a local government and a private company to provide substantially similar solid waste collection services to the same customer.

(b) "Private company" means any entity other than a local government or other unit of government that provides solid waste collection services.

History.—s. 1, ch. 2000-304; s. 3, ch. 2002-23; s. 2, ch. 2021-125.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS **FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES**

The Taylor County Board of County Commissioners is soliciting sealed proposals for **HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES**.

The following information is provided for vendor consideration:

- Taylor County includes approximately 9,568 residential dwelling units.
- The County collects an annual assessment to cover the cost of solid waste services.
- Proposals shall include an annual cost per residential dwelling unit.
- Proposals shall be for once per week household garbage pickup at a minimum.

Proposals shall include the operation of two collection sites for recyclables, hazardous waste and large/bulky items.

Vendors may provide prices for additional services such as:

- Handling limbs/vegetative debris
- Handling furniture/bulky items

Qualified firms or individuals desiring to provide the required services must submit five (5) proposal packages in a sealed envelope or similar package marked "**Sealed Proposals for HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32347, to arrive no later than __, local time, on __. **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 **9:00 A.M.** local time, or as soon thereafter as practical, on __, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, located at 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, OR from the Taylor County Board of County Commissioners website at www.taylorcountygov.com.

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal 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 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. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:

Gary Wambolt
Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

GENERAL PROPOSAL INFORMATION

1. Proposals must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32347 to arrive no later than 4:00 P.M., local time.
2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
3. Proposals must be in a sealed plainly marked "**HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES**" on the outside.
4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S.287.133 (3) (a).
6. Proposals shall be opened and read aloud on _____ at _____ in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
7. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal 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.

The County may also request additional information from Proposers at any time prior to final approval of a selected Proposer. The County reserves the right to reject any or all proposals, or to negotiate modifications or proposals submitted; and accept part or all of the proposals on the basis of considerations other than process or cost. Final approval of a selected Proposer is subject to the action of the Taylor County Board of County Commissioners.

The County may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include, but not be limited to, current or past customers of the organization, on-site inspection of the firm's operation, on-site inspection of the landfill and recycling sites.

Selection and Evaluation of Bids

Considerations will include:

- Quality of service, methods for satisfying customers, company values, management style, and commitment to the County (20%)
 - Cost of Service (40%)
 - Firm's background and related experience, (with a minimum of three (3) years of experience in providing refuse collection services) (20%)
 - Company experience in operating under a performance based contract (20%)
8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.
 9. The Taylor County Board of County Commissioners will enter into a contractual agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
 10. Proposals **MUST** be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. (850) 838-3506.
 11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
 12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-Verify Memorandum of Understanding and Registration verification may be used for certification.

13. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347
16. For additional information, contact:
Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).
- _____ 5. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
Whose business address is _____
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement : _____.)
3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT “A”
SPECIFICATIONS
FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA

Table of Contents

SECTION

TITLE

1	GENERAL SYSTEM INFORMATION
2	DEFINITIONS
3	INFORMATION FOR PROPOSERS
4	PROPOSAL FORM
5	AGREEMENT

SECTION 1

GENERAL SYSTEM INFORMATION

1.1 GENERAL SERVICES/HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES

1.2.1 Customer Profile: Taylor County is seeking proposals for Household Public Waste Collection Services. Taylor County includes approximately 9,568 residential dwelling units and collects an annual assessment to cover the cost of solid waste services.

1.2.1 Refuse Disposal: Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

- a. The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$5.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. NOTE: All MSW is required to be transported to the referenced landfill with the exception Vegetative Debris/Limbs and Recyclable materials.

Additional information about the County and its solid waste service may be obtained from:

Gary Wambolt, Environmental Services Director
3750 Highway 98 West
Perry, FL 32347
850-838-3533

SECTION 2

DEFINITIONS

2.1 REFUSE

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

2.2 SOLID WASTE

“Solid Waste” shall mean all residential garbage and trash in containers.

2.3 CURBSIDE

“Curbside” shall mean the area that extends ten (10) feet from the edge of the roadway toward each residential/commercial unit.

2.4 RESIDENTIAL UNIT

“Residential Unit” includes all residential solid waste customers.

2.5 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

2.6 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

2.7 HAZARDOUS MATERIALS

Hazardous waste shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

2.8 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

2.9 SURETY

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

2.10 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

SECTION 3
INFORMATION FOR PROPOSERS

3.1 RECEIPT

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, _ ____, 2023.

3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package **marked "Sealed Proposals/Bids for Household Public Waste Collection Services"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

3.3 FORM

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that

there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSALS. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount at least equal to the annual Contract price with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

A CASH BOND is acceptable in place of a PERFORMANCE BOND.

3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute

the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

3.15 QUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

3.17 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

3.18 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

SECTION 4

PROPOSAL FORM

4.1 INTRODUCTION

4.1.1 General: The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of three (3) years of experience in providing refuse collection services, for consideration to provide curbside **Household Public Waste Collection Services**. On a scheduled collection day, each selected Proposer will collect and remove residential solid waste, routine yard trash, and furniture and appliances from Assessed Parcels within its assigned Service Area and transport these materials to the County's designated facility, all in accordance with the Agreement requirements. A map of the proposed 2024 Service Areas has been provided within Attachment "5". 7 | Page The Service Area map does not represent a professional survey. The mapping data, including the total Assessed Parcels, has been abstracted to generally depict the two Service Areas for purposes of responding to this RFP. Accordingly, the map and data are provided for illustrative purposes only, without any warranty or any representation of accuracy, timeliness, or completeness. Each Proposer acknowledges and accepts all inherent limitations of the map, including the fact that (1) the map is dynamic and in a constant state of maintenance, correction and revision; and (2) the Service Areas may be amended, modified, divided, consolidated or otherwise revised at any time, including, without limitation, during the RFP solicitation and evaluation, or the term of an Agreement with a successful Proposer. Each selected Proposer shall be solely responsible to furnish all labor, vehicles, fuel, tools, equipment including but not limited to the purchase and installation of Sonrai RFID hardware, and any other necessary resources to meet the stated objective outlined by the Agreement to the satisfaction of the County in a manner consistent with professional ethical practices.

4.1.2 Term of Contract: The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

4.1.3 Base Rates: The Proposer is required to submit base rates for once a week and twice a week curbside collection services and rates for special services, such as pick up for appliances, tree debris and furniture/bulky items.

4.1.4 Collection of Service Requirements: The Proposer is required to provide a brief statement as to any service requirements that may be required of customers.

4.2 PROPOSAL FORM

- 4.2.1 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the information requested in accordance to the format contained in these specifications. Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.
- 4.2.2 The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid 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 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 bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price. **No faxed bids will be accepted.**

**HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM
(Submit in Duplicate)

**DISPOSAL OF SOLID WASTE AT AUCILLA
AREA SOLID WASTE LANDFILL**

PROPOSER: _____

DATE: _____

TO: Taylor County Board of County Commissioners
P.O. Box 620
Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Household Public Waste Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

Item 1. Base Rates :

**PROPOSALS SHALL INCLUDE THE OPERATION OF TWO
COLLECTION SITES FOR RECYCLABLES, HAZARDOUS WASTE
AND LARGE/BULKY ITEMS.**

PRICE PER HOUSEHOLD FOR ONCE PER WEEK PICKUP

IN FIGURES: \$ _____ IN WORDS: _____

PRICE PER HOUSEHOLD FOR TWICE PER WEEK PICKUP:

IN FIGURES: \$ _____ IN WORDS: _____

1) PRICE FOR PICKUP OF:

APPLIANCES:

IN FIGURES: \$ _____ IN WORDS: _____

TREE DEBRIS:

IN FIGURES: \$ _____ IN WORDS: _____

FURNITURE/BULKY ITEMS:

IN FIGURES: \$ _____ IN WORDS: _____

CONSTRUCTION DEBRIS:

IN FIGURES: \$ _____ IN WORDS: _____

Item 2. Equipment:

- a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.
- c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

Item 3. Billing: All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on a monthly basis.

4. Option to Renew: The initial term of the agreement will automatically be extended for one successive additional 5-year terms, unless either party notifies the other party in writing, not less than 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.

Item 5. Terms of Specifications: When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will not apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, has hold harmless clause, length of time the Contractor been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, etc., to cover the service of the several kinds called for.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

Notice of award should be mailed, telegraphed or delivered to the undersigned at the following address:

Firm Name (Typed)

Address (Typed)

City

State

Zip

CORPORATE SEAL
(If a Corporation)

By _____
Name (Typed)

Signature

Title

License Number (if applicable)

Acknowledgement is hereby made of receipt of the following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

SECTION 5

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide *Household Public Waste Collection Services* throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

ARTICLE I. DEFINITIONS

1. COUNTY - Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR - _____

ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE III. COLLECTION SERVICE REQUIREMENTS

- a) The Contractor shall collect debris that is stored in containers and transported by the resident to the area that extends ten (10) feet from the edge of the roadway toward each residential/commercial unit.
- b) Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any refuse spilled by the Contractor must be picked up immediately by the Contractor.
- c) Storms, Emergencies, Disaster, etc.:
 - a. In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 - b. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.
 - c. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.
- d) Parking Trucks: Trucks shall not be parked in residential areas except for loading purposes.

2. Schedules and Routes:

- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will

cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.

- b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 - i. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.
 - ii. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

3. Quality of Service:

a. Character of Personnel :

1. General: The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.

Uniforms: Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name)

2. Operator's License: Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
3. Dismissal: The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
4. Safety: The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

- b. Cooperation of Contractor Required: The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.
- c. Collection Procedures: All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.
 - 1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
 - 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
 - 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- c. Complaints: All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.

e. Performance Standard:

1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
 - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;
 - b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a Bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractors for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any

of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

4. Equipment:

- a) The vendor will be required to provide a cart of not less than ninety-six (96) gallons for each occupied home to be serviced on a weekly basis.
- b) Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- c) Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.
- d) Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- e) Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

- a. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

ARTICLE IV. INDEMNIFICATION

1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself)

including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:

The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.

The Contractor will designate, in writing, the person or persons who will serve as liaison between his/her organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his/her designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services

Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:

- a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
- b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pick-up unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
- c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
- d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.

9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.

10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur; or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his/her surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the

Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.

11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. Adoption of New Ordinances: The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. Legal Compliance: The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his/her surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his/her agents or employees.
3. Choice of Law: This agreement is made in the State of Florida and shall be governed by Florida law.
4. Venue: The State of Florida Courts located in Taylor County, Florida, shall be proper venue for litigation involving this Contract.

ARTICLE VII. REPORTS OF OPERATIONS

1. Record Keeping: The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

2. Record Reporting: Semiannually, the Contractor will agree to submit to the County a written report showing:

- a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them.
- b. Any other operational reports which the County may request including but not limited to: Number and Name of customers, containers and number of frequency of pick-up.

ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.
2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his/her own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation:	Statutory
Employer's Liability:	\$500,000 each accident
3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his/her own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his/her own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold

harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

5. Hold Harmless Agreement: The Contractor and his/her surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his/her agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.
6. Certificate of Insurance: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator".

ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his/her own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his/her partners, successors, assigns and legal representatives to the

other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

COUNTY: Taylor County

CONTRACTOR: _____

BY: _____

Jamie English, Chairperson

BY: _____

ATTEST:

NOTARY PUBLIC:

BY: _____
Gary Knowles, Clerk of the Court

AFFIX COUNTY SEAL:

My Commission Expires on: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called CONTRACTOR,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

hereinafter called OWNER, in the total aggregate penal sum of

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the Household Public Waste Collection Services, throughout the unincorporated area of Taylor County.

NOW, THEREFORE, if the CONTRACTOR shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and if the CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract of the Load Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

(Contractor) Secretary

CONTRACTOR

(SEAL)

BY _____ (s)

(Witness as to Contractor)

(Address)

(Address)

ATTEST:

SURETY

Witness to Surety

BY _____
Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: *Household Public Waste Collection Services for Unincorporated Taylor County, Florida*

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its Request for Proposals dated _____, 2023, and Information for Proposers.

You are hereby notified that your PROPOSAL has been accepted.

You are required by the Information for Proposers to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND and certificates of insurance within 60 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and Furnish said BONDS within 60 days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2023.

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

NOTICE TO PROCEED

PROJECT: Household Public Waste Collection Services For Unincorporated Taylor County, Florida

TO: _____

DATE: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, and for the initial term you are to complete the WORK within 1,825 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

9. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

10. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
Whose business address is _____
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
11. My name is _____ and my relationship to the entity
name above is _____.
12. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
13. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
14. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime: or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

15. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

16. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, _____.

NOTARY PUBLIC

My commission expires: _____

FORM PUR 7068 (Rev. 11/89)

BIDDER MAILING LIST

Waste Management of Leon County
3001 Commonwealth Blvd.
Tallahassee, FL 32303
850-574-3000

Waste Pro of Florida, Inc.
Attention: Bob Hyres
P.O. Box 6862
Longwood, FL 32791

Veolia Environmental Services
Attention: Alicia New
2995 Wetherington Lane
Valdosta, GA 31603

Republic Services
218 Morgan Ave.
Jacksonville, FL 32254

Emerald Waste Services
Attention: Patrick O'Neil
7833 McElvey Road
Panama City Beach, FL 32408

Pop's Sanitation Services
Attention: Tommie Hardy
300 Industrial Drive
Monticello, FL 32344

**PROPOSALS SHALL INCLUDE THE OPERATION OF TWO
COLLECTION SITES FOR RECYCLABLES, HAZARDOUS WASTE AND
LARGE/BULKY ITEMS.**

PRICE PER HOUSEHOLD FOR ONCE PER WEEK PICKUP:

TOTAL LUMP SUM PRICE: \$ _____

Bidder acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award the project for purposes of value engineering.

COMPANY NAME: _____

SUBMITTED BY: _____
Print Name

Signature

Date

(Please place this sheet at the front of the bid package)

**The 2022 Florida Statutes
(including 2022 Special Session A
and 2023 Special Session B)**

Title XXIX
PUBLIC HEALTH

Chapter 403
ENVIRONMENTAL CONTROL

**403.70605 Solid waste collection services in
competition with private companies.—**

**(1) SOLID WASTE COLLECTION SERVICES IN
COMPETITION WITH PRIVATE COMPANIES.—**

(a) A local government that provides specific solid waste collection services in direct competition with a private company:

1. Shall comply with the provisions of local environmental, health, and safety standards that also are applicable to a private company providing such collection services in competition with the local government.

2. Shall not enact or enforce any license, permit, registration procedure, or associated fee that:

a. Does not apply to the local government and for which there is not a substantially similar requirement that applies to the local government; and

b. Provides the local government with a material advantage in its ability to compete with a private company in terms of cost or ability to promptly or efficiently provide such collection services. Nothing in this sub-subparagraph shall apply to any zoning, land use, or comprehensive plan requirement.

(b)1. A private company with which a local government is in competition may bring an action to enjoin a violation of paragraph (a) against any local government. No injunctive relief shall be granted if

the official action which forms the basis for the suit bears a reasonable relationship to the health, safety, or welfare of the citizens of the local government unless the court finds that the actual or potential anticompetitive effects outweigh the public benefits of the challenged action.

2. As a condition precedent to the institution of an action pursuant to this paragraph, the complaining party shall first file with the local government a notice referencing this paragraph and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. The complaining party may provide evidence to substantiate the claims made in the complaint. Within 30 days after receipt of such a complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If no response is received within 30 days or if appropriate corrective action is not taken within a reasonable time, the complaining party may institute the judicial proceedings authorized in this paragraph. However, failure to comply with this subparagraph shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the conduct or activity complained of.

3. The court may, in its discretion, award to the prevailing party or parties costs and reasonable attorneys' fees.

(c) This subsection does not apply when the local government is exclusively providing the specific solid waste collection services itself or pursuant to an exclusive franchise.

(2) SOLID WASTE COLLECTION SERVICES OUTSIDE JURISDICTION.—

(a) Notwithstanding s. 542.235, or any other provision of law, a local government that provides solid waste collection services outside its jurisdiction in direct competition with private companies is subject to the same prohibitions against predatory pricing applicable to private companies under ss. 542.18 and 542.19.

(b) Any person injured by reason of violation of this subsection may sue therefor in the circuit courts of this state and shall be entitled to injunctive relief and to recover the damages and the costs of suit. The court may, in its discretion, award to the prevailing party or parties reasonable attorneys' fees. An action for damages under this subsection must be commenced within 4 years. No person may obtain injunctive relief or recover damages under this subsection for any injury that results from actions taken by a local government in direct response to a natural disaster or similar occurrence for which an emergency is declared by executive order or proclamation of the Governor pursuant to s. 252.36 or for which such a declaration might be reasonably anticipated within the area covered by such executive order or proclamation.

(c) As a condition precedent to the institution of an action pursuant to this subsection, the complaining party shall first file with the local government a notice referencing this subsection and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. Within 30 days after receipt of such complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If the local government denies that it has engaged in

conduct that is prohibited by this subsection, its response shall include an explanation showing why the conduct complained of does not constitute predatory pricing.

(d) For the purposes of this subsection, the jurisdiction of a county, special district, or solid waste authority shall include all incorporated and unincorporated areas within the county, special district, or solid waste authority.

(3) DISPLACEMENT OF PRIVATE WASTE COMPANIES.—

(a) As used in this subsection, the term “displacement” means a local government’s provision of a collection service which prohibits a private company from continuing to provide the same service that it was providing when the decision to displace was made. The term does not include:

1. Competition between the public sector and private companies for individual contracts;
2. Actions by which a local government, at the end of a contract with a private company, refuses to renew the contract and either awards the contract to another private company or decides for any reason to provide the collection service itself;
3. Actions taken against a private company because the company has acted in a manner threatening to the public health or safety or resulting in a substantial public nuisance;
4. Actions taken against a private company because the company has materially breached its contract with the local government;
5. Refusal by a private company to continue operations under the terms and conditions of its existing agreement during the 3-year notice period;

6. Entering into a contract with a private company to provide garbage, trash, or refuse collection which contract is not entered into under an ordinance that displaces or authorizes the displacement of another private company providing garbage, trash, or refuse collection;

7. Situations in which a majority of the property owners in the displacement area petition the governing body to take over the collection service;

8. Situations in which the private companies are licensed or permitted to do business within the local government for a limited time and such license or permit expires and is not renewed by the local government. This subparagraph does not apply to licensing or permitting processes enacted after May 1, 1999, or to occupational licenses; or

9. Annexations, but only to the extent that the provisions of s. 171.062(4) apply.

(b) A local government or combination of local governments may not displace a private company that provides garbage, trash, or refuse collection service without first:

1. Holding at least one public hearing seeking comment on the advisability of the local government or combination of local governments providing the service.

2. Providing at least 45 days' written notice of the hearing, delivered by first-class mail to all private companies that provide the service within the jurisdiction.

3. Providing public notice of the hearing.

(c) Following the final public hearing held under paragraph (b), but not later than 1 year after the hearing, the local government may proceed to take those measures necessary to provide the service. The local government shall provide 3 years' notice

to the private company before it engages in the actual provision of the service that displaces the company. At the end of the 3-year notice period, the local government shall pay the displaced company an amount equal to the company's preceding 18 months' gross receipts for the displaced service in the displacement area. The 3-year notice period shall lapse as to any private company being displaced when the company ceases to provide service within the displacement area. This paragraph does not prohibit the local government and the company from voluntarily negotiating a different notice period or amount of compensation.

(4) DEFINITIONS.—As used in this section:

(a) “In competition” or “in direct competition” means the vying between a local government and a private company to provide substantially similar solid waste collection services to the same customer.

(b) “Private company” means any entity other than a local government or other unit of government that provides solid waste collection services.

History.—s. 1, ch. 2000-304; s. 3, ch. 2002-23; s. 2, ch. 2021-125.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to discuss and provide direction of enforcement of Taylor County Code 42-889(h), non-permitted structures or facilities.

MEETING DATE REQUESTED:

July 10, 2023

Statement of Issue: To provide direction to County staff.

Recommended Action:

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: County Staff is seeking direction from the Board of County Commissioners regarding enforcement of the Land Development Code/ County Ordinance regarding nonpermitted structures or facilities constructed or maintained on public rights of ways.

Options:

Attachments: Codified Ordinance section (h).

- (h)

Nonpermitted structures or facilities. Any structure or facility, including utilities, constructed or maintained on public roads in violation of this section, shall be removed from such right-of-way and such right-of-way shall be restored to the condition which existed immediately prior to the construction or maintenance of such structure or facility at the expense of the person constructing, maintaining or owning such structure or facility. If such structure or facility has not been removed and the right-of-way restored as required by this section within ten days of demand by the board of county commissioners to do so, then such structure or facility may be removed by the board of county commissioners at the expense of the person constructing, maintaining or owning such structure or facility. If such person does not pay to the board of county commissioners the cost of removing such structure and facility and restoring the right-of-way as required by this section within ten days of demand, such cost shall be and constitute a lien against all property owned by such person in the county to be foreclosed in the manner provided by law.

(LDC § 6.01.04; Ord. No. 2013-02, §§ 1—4, 4-16-2013)