

SUGGESTED AGENDA

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

**TUESDAY, OCTOBER 16, 2012
5:30 P.M.**

**201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX**

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.

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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER A RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "PANCREATIC CANCER AWARENESS MONTH".

**COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND
CONSENT AGENDA ITEMS:**

CONSENT ITEMS:

**ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN
NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD,
RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE
ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS
THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD
AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY
THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
RULES OF PROCEDURE, SECTION II, 14: (2) (c))**

5. THE BOARD TO CONSIDER APPROVAL OF A CERTIFICATE OF EXPENDITURE REQUESTING REIMBURSEMENT IN THE AMOUNT OF \$5,000 FOR THE PURCHASE OF RADIOS THROUGH THE FLORIDA FOREST SERVICE VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
6. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM CONTRACT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
7. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON EMERGENCY MANAGEMENT'S ANNUAL HISTORICAL SUMMARY OF EXPENDITURES REPORT, AS AGENDAED BY THE EM DIRECTOR.
8. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON CLOSE OUT REPORTS FOR FY 2012 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE AND EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAMS, AS AGENDAED BY THE EM DIRECTOR.
9. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON RENEWAL OF USE OF FACILITY AS A MASS CARE SHELTER AGREEMENT WITH THE AMERICAN RED CROSS, AS AGENDAED BY THE EM DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL, BY RESOLUTION, OF THE UPDATED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN, AS THE EM DIRECTOR.
11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CONTRACT FOR A 3-YEAR MAINTENANCE AGREEMENT WITH JOHNSON CONTROLS FOR PREVENTATIVE MAINTENANCE ON THE COURTHOUSE HVAC CHILLER, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.
12. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, AS SUBMITTED BY COUNTY FINANCE.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH.

HOSPITAL ITEMS:

14. A REPRESENTATIVE FROM DOCTORS' MEMORIAL HOSPITAL (DMH) TO APPEAR TO DISCUSS STEINHATCHEE EMS SERVICES.

PUBLIC REQUESTS:

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPROPRIATE \$10,000 BUDGETED FUNDS TO PERRY MAIN STREET, INC., AS AGENDAED BY VIVIAN SHEFFIELD, PROGRAM MANAGER.
16. THE BOARD TO RECEIVE A PRESENTATION FROM THE SUWANEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) ON THE STATE OF THE RESOURCE AND PAYMENT IN LIEU OF TAXES.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER AWARDDING PROPOSAL FOR TAYLOR COUNTY CLOSED LANDFILL COMPLIANCE MONITORING SERVICES FROM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2016, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT 1 FROM FDOT FOR THE WIDENING/RESURFACING OF PAUL POPPELL ROAD (CR 359) IN THE AMOUNT OF \$762,015, AS AGENDAED BY THE COUNTY ENGINEER.
19. THE BOARD TO CONSIDER SELECTING A FIRM TO PROVIDE AIRPORT GENERAL CONSULTING SERVICES AFTER HEARING PRESENTATIONS FROM AVCON, INC. AND PASSERO ASSOCIATES, AS PER THE REQUEST FOR QUALIFICATIONS, AS AGENDAED BY THE GRANTS COORDINATOR.
20. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SHIP BID AWARD RECOMMENDATIONS FOR BIDS RECEIVED FOR TWO (2) SHIP REHABILITATION PROJECTS ON OCTOBER 1, 2012, AS AGENDAED BY THE GRANTS COORDINATOR.

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT (JPA) AND RESOLUTION FOR THE RUNWAY 18-36 REHABILITATION PHASE 2 PROJECT AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FORM OF THE INTERLOCAL AGREEMENT THAT ADMITS TAYLOR COUNTY AS A MEMBER OF THE GULF CONSORTIUM, AND APPROVING THE INTERLOCAL AGREEMENT DATED SEPTEMBER 19, 2012, WHICH REPLACES THE INITIAL INTERLOCAL AGREEMENT APPROVED BY THE BOARD AT THE SEPTEMBER 17, 2012 BOARD MEETING.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

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

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.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN FIVE (5) MINUTES FOR COMMENT. THOSE REQUIRING ADDITIONAL TIME FOR COMMENT ON AGENDAED ITEMS MAY REQUEST AN ADDITIONAL 5 MINUTES BEFORE THE BOARD APPROVES THE AGENDA.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING A NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.

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 DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "PANCREATIC CANCER AWARENESS MONTH".

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO DECLARE THE MONTH OF NOVEMBER AS "PANCREATIC CANCER AWARENESS MONTH"

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: MARIAN CARDONA, PANCREATIC CANCER ACTION NETWORK

Contact: 584-0885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/NOT APPROVE

Attachments: RESOLUTION REQUEST

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF TAYLOR COUNTY, FLORIDA
DECLARING THE MONTH OF NOVEMBER
"PANCREATIC CANCER AWARENESS MONTH" IN
TAYLOR COUNTY.**

WHEREAS, in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States and 37,390 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS, of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34 percent and 70 percent higher than the other groups;

WHEREAS, approximately 2,670 deaths will occur in Florida in 2012;

WHEREAS, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only approximately 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Taylor County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Taylor County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Taylor County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the good health and well-being of the residents of Taylor County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that Taylor County designates the month of November, 2012 "Pancreatic Cancer Awareness Month" in Taylor County.

PASSED in regular session this 16th day of October, 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PATRICIA PATTERSON, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

Dustin Hinkel

From: Marian Palma Cardona <mariancardona@cfl.rr.com>
Sent: Tuesday, September 25, 2012 2:18 PM
To: Dustin Hinkel
Subject: PROCLAMATION REQUEST
Attachments: Taylor County Proclamation.doc

Importance: High

As I did last year, I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 37,390 Americans who will die of pancreatic cancer in 2012, approximately 2,670 of whom live in Florida. In 2012, pancreatic cancer will afflict more than 43,920 Americans, 74% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis. We appreciate your past support with this endeavor and hope you will continue to further our cause.

My husband, Danny, died of pancreatic cancer in 2002, within 3 months of being diagnosed. The statistics have not changed since his death, or for that matter, in the last 40 years. I am volunteering for this cause as I do not want other families to go through what my family had to endure. We fight to ensure that a diagnosis of pancreatic cancer will no longer be a death sentence.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, there has been little improvement in the survival rates over the last forty years. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 2012 as Pancreatic Cancer Awareness Month in Taylor County you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

Ideally, the proclamation can be issued prior to November. We request that one original of the proclamation be made available for our records. We would like to accept the Proclamation in person, if possible, schedule permitting. If not, please mail it to:

Mrs. Marian Palma Cardona
4250 Waterside Point Circle
Orlando, FL 32829

Please contact me at 407-286-6114 or mcardona@pancanvolunteer.org with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.



Marian Palma Cardona

mcardona@pancanvolunteer.org

Pancreatic Cancer Action Network - Orlando Affiliate
Education & Outreach Coordinator

Attachment:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Certificate of Expenditure requesting reimbursement in the amount of \$5,000 for the purchase of radios through the Florida Forest Service, Volunteer Fire Assistance Grant Program.

MEETING DATE REQUESTED:

October 16, 2012

Statement of Issue: The County was awarded a grant in the amount of \$5,000 May 7, 2012 to assist with the purchase of SLERS radios and equipment for the volunteer firefighters through the Volunteer Fire Assistance Grant Program.

Recommended Action: Board to approve Certificate of Expenditure

Fiscal Impact: \$5,000 to be reimbursed to the County. The County was required to provide a match of \$5,000 which had previously been budgeted for the purchase of radios and equipment.

Budgeted Expense: Yes, the project had been budgeted.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County requested and received funding assistance in the amount of \$5,000 to purchase radios and equipment for volunteer firefighters.

Attachments: Certificate of Expenditure and support documentation

BOARD OF COUNTY COMMISSIONERS

VENDOR NO.

6290

CHECK NO.

45474

Account		Purchase Order	Invoice Number	Amount	Description
0195	56400	20121143	S-06269	11,469.00	P5500, PROVOICE TRUNK
0192	56400	20121286	S-06270	57,249.00	P5500, PROVOICE TRUNK

6290

WILLIAMS COMMUNICATIONS, INC.

CHECK DATE

CHECK NO.

10/01/12

45474

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FL

P.O. BOX 620

PERRY, FL 32348

GENERAL FUND

WACHOVIA BANK, N.A.

PERRY, FL 32347

63-2/630
00783

AMOUNT

\$***68,718.00*

VOID AFTER 180 DAYS

GENERAL FUND

PAY THE SUM OF *****68718* DOLLARS AND *NO* CENTS

TO THE
ORDER
OFWILLIAMS COMMUNICATIONS, INC.
5046 TENNESSEE CAPITAL BOULEVARD
TALLAHASSEE FL 32303~~***NON-NEGOTIABLE***~~

CHAIR

~~***NON-NEGOTIABLE***~~

CLERK

** NON-NEGOTIABLE **



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FL

PO BOX 620

PERRY, FL 32348

WILLIAMS COMMUNICATIONS, INC.

5046 TENNESSEE CAPITAL BOULEVARD

TALLAHASSEE FL 32303



Williams Communications, Inc.

WIRELESS TECHNOLOGIES

5046 Tennessee Capital Blvd * Tallahassee FL 32303-7812

Voice: 850-385-1121

Fax: 850-575-0346

FEID: 59-0908637



INVOICE

INVOICE NUMBER S-06269

INVOICE DATE September 18, 2012

PAGE NO. 1

SOLD TO

TAYLOR COUNTY BRD COMMISSIONERS
PO BOX 620
PERRY, FL 32348

TAYLOR CO EOC
591 EAST US HIGHWAY 27
ATTN: DUSTIN HINKEL
PERRY, FL 32347

Subject to all terms and conditions on the reverse side.

CUSTOMER ID		CUSTOMER PO NO.		PAYMENT	
TAYLOR CO BRD		20121143		Net 30 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
SMITH, A. J.		Best Way		9/18/12	10/18/12
QUANTITY	ITEM	DESCRIPTION		UNIT	EXTENSION
5.00	EX55-PBU8B	PORTABLE, P55550, 806-870MHz SCAN RADIO SN: A4012A000CF6, A4012A000D3A, A4012A000D3B, A4012A000D40, A4012A000D3F		708.75	3,543.75
5.00	MAEX-NPL3Z	FEATURE MAX (1024) SYSTEM/GROUP		161.25	806.25
5.00	MAEX-PKGPP	FEATURE-P25 TRUNKING PROVOICE & EDACS TRUNKING		1,065.00	5,325.00
5.00	MAEX-NPL7G	FEATURE-ESK/P25-PERS LOC-P5450		82.50	412.50
5.00	BT-023406-004	BATTERY HARRIS P7300 NIMH 2400 MAH MAEV-NPA		75.00	375.00
5.00	KRE1011506/1	ANTE-HARRIS-GAIN FLEX END-8'-DUAL BAND		22.50	112.50
5.00	CC23894	BELT CLIP-METAL- P7100/5100		15.00	75.00
5.00	CH-104560-007	CHARGER, SINGLE, TRI-CHEM		90.00	450.00

Thanks for choosing Williams Communications, Inc.

Check No:

Subtotal	Continued
Sales Tax	Continued
Shipping/Handling	
Total Invoice Amount	Continued
Payment Received	
TOTAL DUE	Continued

Overdue invoices are subject to late charges.

25% Re-stocking fee will be added for all returned items.



**Williams
Communications, Inc.**

WIRELESS TECHNOLOGIES



INVOICE

INVOICE NUMBER S-06269

INVOICE DATE September 18, 2012

PAGE NO. 2

5046 Tennessee Capital Blvd * Tallahassee FL 32303-7812

Voice: 850-385-1121

FEID: 59-0908637

Fax: 850-575-0346

SOLD TO

TAYLOR COUNTY BRD COMMISSIONERS
PO BOX 620
PERRY, FL 32348

TAYLOR CO EOC
591 EAST US HIGHWAY 27
ATTN: DUSTIN HINKEL
PERRY, FL 32347

Subject to all terms and conditions on the reverse side.

CUSTOMER		CUSTOMER PO NO.		PAYMENT	
TAYLOR CO BRD		20121143		Net 30 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
SMITH, A. J.		Best Way		9/18/12	10/18/12
QUANTITY	ITEM	DESCRIPTION		UNIT	EXTENSION
5.00	WCI-SVCS	PORTABLE PROGRAMMING SERVICES AT WCI		69.00	345.00
1.00	SHIPPING/HANDLING	SHIPPING AND HANDLING		24.00	24.00

Thanks for choosing Williams Communications, Inc.

Check No:

Subtotal
Sales Tax
Shipping/Handling
Total Invoice Amount
Payment Received

11,469.00

\$11,469.00

TOTAL DUE

\$11,469.00

Overdue invoices are subject to late charges.
25% Re-stocking fee will be added for all returned items.



Williams Communications, Inc.

WIRELESS TECHNOLOGIES

5046 Tennessee Capital Blvd * Tallahassee FL 32303-7812

Voice: 850-385-1121

Fax: 850-575-0346

FEID: 59-0908637



INVOICE

INVOICE NUMBER S-06269

INVOICE DATE September 18, 2012

PAGE NO. 2

SOLED TO

TAYLOR COUNTY BRD COMMISSIONERS
PO BOX 620
PERRY, FL 32348

TAYLOR CO EOC
591 EAST US HIGHWAY 27
ATTN: DUSTIN HINKEL
PERRY, FL 32347

Subject to all terms and conditions on the reverse side.

CUSTOMER ID	CUSTOMER PO NO	PAYMENT	
TAYLOR CO BRD	20121143	Net 30 Days	
SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE
SMITH, A. J.	Best Way	9/18/12	10/18/12

QUANTITY	ITEM	DESCRIPTION	UNIT	EXTENSION
5.00	WCI-SVCS	P7300/P55500/P5400 PORTABLE PROGRAMMING SERVICES AT WCI	69.00	345.00
1.00	SHIPPING/HANDLING	SHIPPING AND HANDLING	24.00	24.00

Thanks for choosing Williams Communications, Inc.

Subtotal 11,469.00

Sales Tax

Shipping/Handling

Total Invoice Amount \$11,469.00

Payment Received

Check No:

TOTAL DUE \$11,469.00

Overdue invoices are subject to late charges.

25% Re-stocking fee will be added for all returned items.

Portable Radio Birth Certificate

User Data		Equipment	
User Name	TBD	Model	EX55-PBU8B
Supervisor	Dustin Hinkel	Serial No	A4012A000ACB
Agency	Third Party	EA LID	272083
District	Tallahassee	UID	
Contact No.	850-838-3500	Asset Tag	
Radio Call ID		Phase	5
Alias			

Programming and Checkout			
Personality	Programmer Name	Date	Power Out
55FF02P	Jrioux	09/10/12	3.0 Watts
ProGrammer Ver	RPM 8B04		Tx Freq Error
Flash Ver	See M/A-Com		-30.0 Hz
DSP Ver	Comments		Rx Sensitivity
			-120.0 dBm
			HSD Deviation
			2.50 KHz
			LSD Deviation
			570 Hz
			Analog Deviation
			3.70 KHz

Portable Accessories		
Issue Date	09/14/12	Battery
		NiMH
<input type="checkbox"/> Leather Case <input type="checkbox"/> Nylon - Black <input type="checkbox"/> Nylon - Orange	<input checked="" type="checkbox"/> Belt Clip <input checked="" type="checkbox"/> Charger <input type="checkbox"/> Spare Battery	Portable Antenna MAEX-NNC5K (Flex End-Fe Speaker Mic Speaker Mic Ant Surveillance Kit Other

QA Check			
EA LID	272083	<input checked="" type="checkbox"/> LID OK	<input type="checkbox"/> ESK Loaded (F21)
Personality	55FF02P	<input checked="" type="checkbox"/> Personality OK	<input checked="" type="checkbox"/> UDC Cover
Flash Ver	See M/A-Com	<input checked="" type="checkbox"/> Flash OK	<input checked="" type="checkbox"/> EDACS Tx Pass
DSP Ver	Comments	<input checked="" type="checkbox"/> DSP OK	<input checked="" type="checkbox"/> EDACS Rx Pass
			<input checked="" type="checkbox"/> Encryption Key OK

Keyload Date

Keyloader Initials

State Taylor County - Fire Dept.
Comments P5550 - Scans

CSD Entry Date

CSD Initials

M/A-Com Comments Burn App - R10A00
Boot App - R12A00
ECP - R15D05

Sign Carl McRae

Sign John Rioux

State Print Name Carl McRae

M/A-Com Print Name John Rioux

PAID

A Signed Copy of this Form MUST be sent to M/A-Com before LID will be active

Portable Radio Birth Certificate

User Data		Equipment	
User Name	TBD	Model	EX55-PBU8B
Supervisor	Dustin Hinkel	Serial No	A4012A000ACC
Agency	Third Party	EA LID	272084
District	Tallahassee	UID	
Contact No.	850-838-3500	Asset Tag	
Radio Call ID		Phase	5
Alias			
Programming and Checkout			
Personality	Programmer Name	Date	Power Out
55FF02P	Jrioux	09/10/12	3.0 Watts
ProGammer Ver	RPM 8B04		Tx Freq Error
Flash Ver	See M/A-Com		-30.0 Hz
DSP Ver	Comments		Rx Sensitivity
			-120.0 dBm
			HSD Deviation
			2.50 KHz
			LSD Deviation
			570 Hz
			Analog Deviation
			3.70 KHz
Portable Accessories			
Issue Date	09/14/12	Battery	NiMH
Portable Antenna	MAEX-NNC5K (Flex End-F)		
<input type="checkbox"/> Leather Case	<input checked="" type="checkbox"/> Belt Clip	Speaker Mic	
<input type="checkbox"/> Nylon - Black	<input checked="" type="checkbox"/> Charger	Speaker Mic Ant	
<input type="checkbox"/> Nylon - Orange	<input type="checkbox"/> Spare Battery	Survelance Kit	
		Other	
QA Check			
EA LID	272084	<input checked="" type="checkbox"/> LID OK	<input type="checkbox"/> ESK Loaded (F21)
Personality	55FF02P	<input checked="" type="checkbox"/> Personality OK	<input checked="" type="checkbox"/> UDC Cover
Flash Ver	See M/A-Com	<input checked="" type="checkbox"/> Flash OK	<input checked="" type="checkbox"/> EDACS Tx Pass
DSP Ver	Comments	<input checked="" type="checkbox"/> DSP OK	<input checked="" type="checkbox"/> EDACS Rx Pass
			<input checked="" type="checkbox"/> Encryption Key OK

Keyload Date

Keyloader Initials

State Taylor County - Fire Dept.

Comments P5550 - Scans

CSD Entry Date

CSD Initials

M/A-Com Comments

Burn App - R10A00

Boot App - R12A00

ECP - R15D05

Sign Carl Minter

Sign John Rioux

State Print Name Carl Minter

M/A-Com Print Name John Rioux

A Signed Copy of this Form MUST be sent to M/A-Com before LID will be active

PAID

Portable Radio Birth Certificate

User Data		Equipment	
User Name	TBD	Model	EX55-PBU8B
Supervisor	Dustin Hinkel	Serial No	A4012A000ACD
Agency	Third Party	EA LID	272085
District	Tallahassee	UID	
Contact No.	850-838-3500	Asset Tag	
Radio Call ID		Phase	5
Alias			
Programming and Checkout			
Personality	Programmer Name	Date	Power Out
55FF02P	Jrioux	09/10/12	3.0 Watts
ProGrammer Ver	RPM 8B04		Tx Freq Error
Flash Ver	See M/A-Com		-30.0 Hz
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			Analog Deviation
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Portable Accessories			
Issue Date	09/14/12	Battery	NiMH
<input type="checkbox"/> Leather Case	<input checked="" type="checkbox"/> Belt Clip	Portable Antenna	MAEX-NNC5K (Flex End-Fe
<input type="checkbox"/> Nylon - Black	<input checked="" type="checkbox"/> Charger	Speaker Mic	
<input type="checkbox"/> Nylon - Orange	<input type="checkbox"/> Spare Battery	Speaker Mic Ant	
		Survelance Kit	
		Other	
QA Check			
EA LID	272085	<input checked="" type="checkbox"/> LID OK	<input type="checkbox"/> ESK Loaded (F21)
Personality	55FF02P	<input checked="" type="checkbox"/> Personality OK	<input checked="" type="checkbox"/> UDC Cover
Flash Ver	See M/A-Com	<input checked="" type="checkbox"/> Flash OK	<input checked="" type="checkbox"/> EDACS Tx Pass
DSP Ver	Comments	<input checked="" type="checkbox"/> DSP OK	<input checked="" type="checkbox"/> EDACS Rx Pass
			<input checked="" type="checkbox"/> Encryption Key OK

Keyload Date

Keyloader Initials

State Taylor County - Fire Dept.

Comments P5550 - Scans

CSD Entry Date

CSD Initials

M/A-Com Comments

Burn App - R10A00

Boot App - R12A00

ECP - R15D05

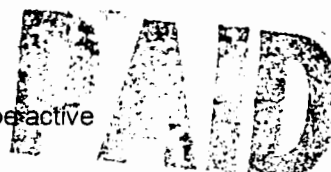
Sign Cal McPhee

Sign John Rioux

State Print Name Cal McPhee

M/A-Com Print Name John Rioux

A Signed Copy of this Form MUST be sent to M/A-Com before LID will be active



Portable Radio Birth Certificate

User Data		Equipment	
User Name	TBD	Model	EX55-PBU8B
Supervisor	Dustin Hinkel	Serial No	A4012A000ACE
Agency	Third Party	EA LID	272086
District	Tallahassee	UID	
Contact No.	850-838-3500	Asset Tag	
Radio Call ID		Phase	5
Alias			
Organization	Taylor CO Fire		

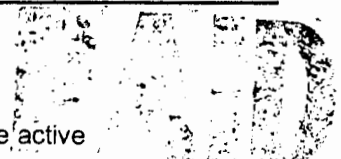
Programming and Checkout			
Personality	Programmer Name	Date	Power Out
55FF02P	Jrioux	09/10/12	3.0 Watts
ProGrammer Ver	RPM 8B04		Tx Freq Error
Flash Ver	See M/A-Com		-30.0 Hz
DSP Ver	Comments		Rx Sensitivity
			-120.0 dBm
			HSD Deviation
			2.50 KHz
			LSD Deviation
			570 Hz
			Analog Deviation
			3.70 KHz

Portable Accessories		
Issue Date	09/14/12	Battery
		NIMH
<input type="checkbox"/> Leather Case <input type="checkbox"/> Nylon - Black <input type="checkbox"/> Nylon - Orange	<input checked="" type="checkbox"/> Belt Clip <input checked="" type="checkbox"/> Charger <input type="checkbox"/> Spare Battery	Portable Antenna MAEX-NNC5K (Flex End-Fe Speaker Mic Speaker Mic Ant Surveillance Kit Other

QA Check			
EA LID	272086	<input checked="" type="checkbox"/> LID OK	<input type="checkbox"/> ESK Loaded (F21)
Personality	55FF02P	<input checked="" type="checkbox"/> Personality OK	<input checked="" type="checkbox"/> UDC Cover
Flash Ver	See M/A-Com	<input checked="" type="checkbox"/> Flash OK	<input checked="" type="checkbox"/> EDACS Tx Pass
DSP Ver	Comments	<input checked="" type="checkbox"/> DSP OK	<input checked="" type="checkbox"/> EDACS Rx Pass
			<input checked="" type="checkbox"/> Encryption Key OK

Keyload Date <input style="width:80px;" type="text"/> Keyloader Initials <input style="width:80px;" type="text"/> State <u>Taylor County - Fire Dept.</u> Comments <u>P5550 - Scans</u>	CSD Entry Date <input style="width:80px;" type="text"/> CSD Initials <input style="width:80px;" type="text"/> M/A-Com Comments <u>Burn App - R10A00 Boot App - R12A00 ECP - R15D05</u>
Sign <u>Carl M. Atlee</u> State Print Name <u>Carl M. Atlee</u>	Sign <u>John Rioux</u> M/A-Com Print Name <u>John Rioux</u>

A Signed Copy of this Form MUST be sent to M/A-Com before LID will be active



Portable Radio Birth Certificate

User Data		Equipment	
User Name	TBD	Model	EX55-PBU8B
Supervisor	Dustin Hinkel	Serial No	A4012A000ACF
Agency	Third Party	EA LID	272087
District	Tallahassee	UID	
Contact No.	850-838-3500	Asset Tag	
Radio Call ID		Phase	5
Alias			

Programming and Checkout			
Personality	Programmer Name	Date	Power Out
55FF02P	Jrioux	09/10/12	3.0 Watts
ProGrammer Ver	RPM 8B04		Tx Freq Error
Flash Ver	See M/A-Com		-30.0 Hz
DSP Ver	Comments		Rx Sensitivity
			-120.0 dBm
			HSD Deviation
			2.50 KHz
			LSD Deviation
			570 Hz
			Analog Deviation
			3.70 KHz

Portable Accessories		
Issue Date	09/14/12	Battery
		NiMH
<input type="checkbox"/> Leather Case <input type="checkbox"/> Nylon - Black <input type="checkbox"/> Nylon - Orange	<input checked="" type="checkbox"/> Belt Clip <input checked="" type="checkbox"/> Charger <input type="checkbox"/> Spare Battery	Portable Antenna MAEX-NNC5K (Flex End-Fe Speaker Mic Speaker Mic Ant Surveillance Kit Other

QA Check			
EA LID	272087	<input checked="" type="checkbox"/> LID OK	<input type="checkbox"/> ESK Loaded (F21)
Personality	55FF02P	<input checked="" type="checkbox"/> Personality OK	<input checked="" type="checkbox"/> UDC Cover
Flash Ver	See M/A-Com	<input checked="" type="checkbox"/> Flash OK	<input checked="" type="checkbox"/> EDACS Tx Pass
DSP Ver	Comments	<input checked="" type="checkbox"/> DSP OK	<input checked="" type="checkbox"/> EDACS Rx Pass
			<input checked="" type="checkbox"/> Encryption Key OK

Keyload Date

Keyloader Initials

State Taylor County - Fire Dept.
 Comments P5550 - Scans

CSD Entry Date

CSD Initials

M/A-Com
 Comments Burn App - R10A00
 Boot App - R12A00
 ECP - R15D05

Sign Cal McAttee

Sign John Rioux

State Print Name Cal McAttee

M/A-Com Print Name John Rioux

A Signed Copy of this Form MUST be sent to M/A-Com before LID will be active

PAID

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM CONTRACT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF A GRANT CONTRACT.

Recommended Action: APPROVE

Fiscal Impact: \$9,500.00 (100% REIMBURSABLE; NO COUNTY MATCH REQUIREMENT)

Budgeted Expense: NO (100% REIMBURSABLE; NO COUNTY MATCH REQUIREMENT)

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EMERGENCY MANAGEMENT DEPARTMENT USES THE STATE HOMELAND SECURITY GRANT PROGRAM TO FUND DISASTER PLANNING, TRAINING, AND EXERCISE OPPORTUNITIES FOR THE COUNTY'S DISASTER RESPONSE AND RECOVERY TEAM.

Options: APPROVE/NOT APPROVE

Attachments: FY 2011 CONTRACT

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Taylor County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or October 1, 2011, whichever is later, and shall end April 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient

fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive

any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Carolyn L. Coleman MSW
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 413-9939
Fax: _____
Email: carolyn.coleman@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

____Dustin Hinkel_____
____P.O. Box 620_____
____Perry, FL 32348_____
Telephone: ____ (850) 838-3500x7 ____
Fax: ____ (850) 838-3501 ____
Email: ____em.director@taylorcountygov.com____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advance Payment

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

Attachment G – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$9,500.00**,

subject to the availability of funds. Attachment G specifies the required documentation needed when submitting for cost reimbursement under this agreement.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. Additional special conditions are listed on Attachment B. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

By: _____

Name and title: _Patricia Patterson, Chair_____

Date: _____

FID# _59-6000879_____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Domestic Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$9,500.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):* Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011-12 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources:* Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work

**SCOPE OF WORK MUST BE APPROVED BY LEGAL PRIOR TO SENDING EACH AGREEMENT
TO THE RECIPIENT**

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Issue	Local Agency	Category	Amount Allocated
FY 2011 - State Homeland Security Grant Program – Issue 7	Taylor County	Issue 7 – Designing local geospatial data systems	\$4,500.00
		Issue 7 – County Specific Training	\$5,000.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2011 Taylor Co Issue 7 Budget Detail Worksheet– Eligible Activities				
Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Conferences to facilitate planning activities				
Materials required to conduct planning activities	1	\$4,500.00	\$4,500.00	7
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Other projects areas with prior approval from FEMA				
Issuance of WHTI-compliant tribal identification cards (HSGP only)				
Activities to achieve planning inclusive of people with disabilities				
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants	1	\$5,000.00	\$5,000.00	7
Travel				
Supplies				

Tuition for higher education				
Other items				
<p>A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</p>				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ↓ To assist with the management of the respective grant program ↓ To assist with application requirements of the grant program ↓ To assist with the compliancy with reporting and data collection as it may relate to the grant program 				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the contract period: <ul style="list-style-type: none"> ↓ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ↓ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2011 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 7 - Local Planning, Training, and Exercises: The project provides domestic security-related/all-hazards and all-discipline funding support to Florida's 67 counties for planning, training and exercise projects. Each county chose an existing gap from a list of specific plans, NIMS-compliant training or exercises.

II. Categories and Eligible Activities

FY2011 allowable costs are divided into the following categories: **planning, training, exercises, management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines*
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Conducting public education and outreach campaigns, including promoting individual, family, and business emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
- Integrating and coordinating public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils

- Citizen Corps volunteer programs and other activities to strengthen citizen participation
- Conducting public education campaigns including promoting individual, family, and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices

- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- Soft target security planning (e.g., public gatherings)
- Participating in the FEMA Gap Analysis Program

B. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005.

Training Activities

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301* [CPG-301]: *Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, where applicable.

C. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliance with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

D. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

E. Construction and Renovation

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

F. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

G. National Incident Management System (NIMS) Compliance

HSPD-5, “*Management of Domestic Incidents*,” mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that “require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities.”

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✚ Equipment selection or available vendors
- ✚ Eligibility of items or services
- ✚ Coordination and partnership with other agencies within or outside the region or discipline
- ✚ Record Keeping
- ✚ Reporting Requirements
- ✚ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Carolyn L. Coleman MSW FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 carolyn.coleman@em.myflorida.com	Chanda Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-8538 Chanda.brown@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Special Conditions

Article I – Financial Guidelines

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III – Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) guidance and application kit.

Article IV – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article V – Acceptance of Post Award Changes

In the event that FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VI – Trafficking In Persons

A. Provision 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:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. 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:
 - i Associated with performance under this award; or
 - ii 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 Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions 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 a 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 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 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 Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

C. Provision 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:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. 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:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. 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” means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. 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).
 - ii. 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 (22U.S.C. 7102).

Article VII – Classified Security Condition

- A. “Classified national security information,” as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS “Standard Operating Procedures, Classified Contracting by States and Local Entities,” dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article VIII – Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at

<http://fedgov.ndb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article IX – Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example,

if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions at <http://www.fsrc.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received-
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
 - a. In the subrecipient's preceding fiscal year, the subrecipient received-

- i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
2. Where and when to report. You must report executive total compensation described in paragraph c.1. of this award term:
- a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

- 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

- 1. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is State, local government or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earning on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article X – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article XI – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Attachment C
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Subgrant Agreement
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment G
Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment F (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a

clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON EMERGENCY MANAGEMENT'S ANNUAL HISTORICAL SUMMARY OF EXPENDITURES REPORT, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EM DEPARTMENT MUST SUBMIT AN ANNUAL HISTORICAL SUMMARY OF EXPENDITURES TO THE STATE TO SHOW CONTINUED COMPLIANCE WITH STATE STATUTES AND RULES.

Options: APPROVE/NOT APPROVE

Attachments: HISTORICAL SUMMARY OF EXPENSES

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

Taylor COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2011-2012
(Dates: July 1, 2011 - June 30, 2012)
FORM 6

Expenditure Categories	LOCAL			STATE/FEDERAL				TOTAL	
	County General Fund (Local) (a)	Other Local Funds (b)	Local (c) = (a) + (b)	State Portion of EMPA Base Grant (d)	Federal Portion of EMPG Base Grant (e)	Hazardous Materials Planning Grant (state) (f)	Other State OR Federal Funds (g)	Total State and/or Federal Funds (h) = (d) + (e) + (f) + (g)	Total County EM Agency Expenditures (i) = (c) + (h)
1. Salaries & Benefits	\$ 4,344.14		\$ 4,344.14	\$ 9,932.79	\$ 34,528.33			\$ 44,461.12	\$ 48,805.26
2. Other Personal/Contractual Ser.									
3. Expenses	\$ 8,987.92		\$ 8,987.92	\$ 42,935.70				\$ 42,935.70	\$ 51,923.82
4. Operating Capital Outlay	\$ 8,661.00		\$ 8,661.00	\$ 26,990.53	\$ 14,926.62			\$ 41,917.15	\$ 50,578.15
5. Fixed Capital Outlay	\$ 1,600.00		\$ 1,600.00	\$ 20,183.79				\$ 20,183.79	\$ 21,783.79
Total Expenditures \$	\$ 22,993.06	\$ -	\$ 22,993.06	\$ 100,002.81	\$ 49,454.95	\$ -	\$ -	\$ 149,457.76	\$ 172,450.82

Amount of funds provided as match for Federal portion of grant (EMPG) \$49,454.95
Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2011-2012 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

James R. Brown
County Administrator
October 2, 2012

AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON CLOSE OUT REPORTS FOR FISCAL YEAR 2012 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE AND EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAMS, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue:

THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EM DEPARTMENT MUST SUBMIT ANNUAL CLOSE OUT REPORTS TO THE STATE TO SHOW CONTINUED COMPLIANCE WITH STATE STATUTES AND RULES.

Options: APPROVE/NOT APPROVE

Attachments: EMPA FY 2012 CLOSE OUT
EMPG FY 2012 CLOSE OUT

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Emergency Management Preparedness and Assistance Grant Program

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee Taylor County

Agreement No. 12-BG-05-03-72-01-062

Address P.O. Box 620

Agreement Amount \$105,806

City and State Perry, FL

Agreement Period 7/1/11 - 6/30/12

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	\$9,932.79
Other Personal/Contractual Services	
Expenses	\$42,935.70
Operating Capital Outlay (Equipment)	\$26,950.53
Fixed Capital Outlay	\$20,183.79
Total	\$100,002.81

	Date	Amount
1	11/10/11	\$8,437.12
2	3/5/12	\$4,325.24
3	5/25/12	\$13,143.86
4	9/18/12	\$74,096.59
5		
Total 6		\$100,002.81

Agreement Amount \$105,806.00

Minus Total Payments
(Including final requested funds - Line 6) \$100,002.81

Unspent balance \$5,803.19

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed Jan R. Brown

Grantee Contract Manager or Financial Officer

Date 10/2/2012

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202191001-31700100-00-10112300	310000	07	D2000255818	7500	11/10/11	0515670
					PAYMENT AMOUNT	
					\$ 8,437.12	

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

AGENCY DOCUMENT NO
V000310

ALL VENDORS MUST SUBMIT A NEW ELECTRONIC FORM W-9 PRIOR TO 3/5/2012 TO CONTINUE RECEIVING PAYMENTS FROM THE STATE. GO TO [HTTPS://FLVENDOR.MYFLORIDACFO.COM](https://flvendor.myfloridacfo.com) TO SUBMIT A NEW FORM W-9.

PLEASE DIRECT QUESTIONS TO: (850) 922-1646, DIVISION OF EMERGENCY MANAGEMENT
VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
1	\$ 8,437.12

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND				CAPITAL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC			
FLA. ACCOUNT CODE		SWIFT FLA. PROJECT		DATE		WARRANT NO	
31-202191084-31700100-001012300		2000825812		7001-11/10/17		63-1012	
OLD 310000 SITE 07		CONTACT 855-919-2221		FOR ROB CASHMENT QUESTIONS		VOID AFTER 12 MONTHS	
STATE OF FLORIDA				4-16-080-524			
DEPARTMENT OF FINANCIAL SERVICES				AMOUNT			
PAY				8,407.12			
EIGHT THOUSAND FOUR HUNDRED THIRTY SEVEN				124190-BELLARS			
TAYLOR COUNTY				EXPENSE WARRANT			
TAYLOR COUNTY BD OF COM				TO DIVISION OF TREASURY			
201 E. GREEN ST				TALLAHASSEE			
PERRY FL 32347				SEE ATWATER, CHIEF FINANCIAL OFFICER			

11 240515670011 1:0632101251:207990054522511

EMPA

Check Here for Initial Payment ☒Payment Number: 1

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR PAYMENT

PLEASE TYPEOriginating
Division:Emergency ManagementMake Warrant Payable to: Taylor County(Same as Contract Name)

Mailing Address:

201 E Green Street
Perry, FL 32347

Contract Number:

12-BG-05-03-72-01-062Amount of Warrant: \$8,437.12(Same as Backup Documentation)

TR

51

ENC #

663419

LINE #

0001

FOR CONSULTANT CONTRACTS ONLY:

**ORG LEVEL

31800600000

**EO

06

OBJ CODE

750007

Date Invoice Received: _____

FINAL PAYMENT INDICATOR:

(Leave Blank if Partial; Insert "F" if Final Payment)

Date Goods/Services
Received: _____

CF

DESCRIPTION

Date Goods/Services
Received: _____

AMOUNT

\$8,437.12

Invoice #

1

**VENDOR NO.

F 59-6000 879 - 031

VOUCHER NO.

LINE NO.

TRANS DATE

000000

BEN OBJ

BEN CAT

BATCH NUMBER

C

**GRANT NO.

MS027

CONTRACT NO.

**FID NO.

2-191001-101123

BY

AADATE: 11/2/11(Fund No. and
Category)

DATE:

11.2.11

APPROVED:

Cheri Zainor

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

Claim # 1

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim 11 OCT 23 PM 2:11
 Address 201 E Green St
Perry, FL 32347
 Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7
 EMPA Base Grant Agreement No. 12-BG-05-03-72-01-062

RECEIVED
DIVISION OF EMERGENCY MANAGEMENT
OCT 23 PM 2:11

Period of: 7/1/11 through 9/30/11

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	\$ <u>1,019.30</u> ✓	\$ <u>1,019.30</u>
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	\$ <u>-</u>	\$ <u>-</u>
3. EXPENSES	\$ <u>6,401.45</u> ✓	\$ <u>6,401.45</u>
4. OPERATING CAPITAL OUTLAY (OCO)	\$ <u>-</u>	\$ <u>-</u>
5. FIXED CAPITAL OUTLAY (FCO)	\$ <u>1,016.37</u> ✓	\$ <u>1,016.37</u>
6. TOTAL FOR THIS PERIOD	\$ <u>8,437.12</u> ✓	\$ <u>8,437.12</u> ✓

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.
 (SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed [Signature]
 Grantee Contact Manager or Financial Officer
 COUNTY ADMINISTRATOR
 TAYLOR COUNTY, FL
 201 E GREEN ST
 PERRY, FL 32347
 Title _____
 Date 10/25/11

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ 8,437.12
 (To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPA (State) Amount	105,806
Prior Payment(s)	0
This Payment	8,437.12
Unexpended Funds	97,368.88

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	DLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202191001-31700100-00-10112300	310000	07	D2000453232	7500	03/05/12	0924566
PAYMENT AMOUNT						\$ 4,325.24

AGENCY DOCUMENT NO
V001647

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

ALL VENDORS MUST SUBMIT A NEW ELECTRONIC FORM W-9 PRIOR TO 3/5/2012 TO CONTINUE RECEIVING PAYMENTS FROM THE STATE. GO TO [HTTPS://FLVENDOR.MYFLORIDACFO.COM](https://FLVENDOR.MYFLORIDACFO.COM) TO SUBMIT A NEW FORM W-9.


PLEASE DIRECT QUESTIONS TO: (850) 922-1848, DIVISION OF EMERGENCY MANAGEMENT
VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
2	\$ 4,325.24

EMPA FY12
0226

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

	FLAIR ACCOUNT CODE	DLO	SITE	WARRANT NO	63:1072
	31-202191001-31700100-00-10112300-D2000453232-V001647-7500-03/05/12	310000	07	24-0924566-0	632

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

VOID AFTER 12 MONTHS
4-16 536 336

PAY

FOUR-THOUSAND-THREE HUNDRED TWENTY-FIVE & 24/100 DOLLARS

AMOUNT
\$*****4,325.24

EXPENSE WARRANT

TO THE
ORDER OF

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

TO: DIVISION OF TREASURY
TALLAHASSEE

Jeff Atwater

JEFF ATWATER, CHIEF FINANCIAL OFFICER

EMPA

Check Here for Initial Payment ☐
Payment Number: 2

DIVISION OF EMERGENCY MANAGEMENT
REQUEST FOR PAYMENT

-PLEASE TYPE

Originating Division: Emergency Management

Make Warrant Payable to: Taylor County
(Same as Contract Name)

Mailing Address: 201 E Green Street
Perry, FL 32347

Contract Number: 12-BG-05-03-72-01-062 Amount of Warrant: \$4,325.24
(Same as Backup Documentation)

TR	<u>70</u>	ENC # <u>G63399</u>	LINE # <u>8001</u>	FOR CONSULTANT CONTRACTS ONLY:
**ORG LEVEL	<u>31800600000</u>	**EO <u>06</u>	OBJ CODE <u>750002</u>	Date Invoice Received: _____
FINAL PAYMENT INDICATOR: _____ (Leave Blank if Partial; Insert "F" if Final Payment)				Date Goods/Services Received: _____
CF	DESCRIPTION			Date Goods/Services Received: _____
AMOUNT	<u>\$4,325.24</u>			Invoice # <u>2</u>
**VENDOR NO.	<u>F59-6000 879 - 031</u>			TRANS DATE <u>000000</u>
VOUCHER NO.	_____ LINE NO. _____			BATCH NUMBER <u>C</u>
BEN OBJ	BEN CAT _____			
**GRANT NO.	<u>MS027</u>	CONTRACT NO. _____		
**FID NO.	<u>2-191001-101123</u>	BY <u>AA</u>	DATE: <u>2/21/12</u>	
(Fund No. and Category)				

DATE: 2/13/12 APPROVED: Cherie Sartin

- Instructions:
- (1) Retain copy of this form for your files.
 - (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
 - (3) Submit the approved routing sheet and required attachments as per DEM instruction
 - (4) Items marked with ** are to be provided by the Program Office.

DEM

DEM-FISCAL MANAGEMENT
12 FEB 15 AM 8:20

Claim # 2

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim _____

Address 201 E Green St

Perry, FL 32347

Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7

EMPA Base Grant Agreement No. 12-BG-05-03-72-01-062

Period of: 10 / 1 / 11 through 12 / 31 / 11

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	\$ <u>-</u>	\$ <u>1,019.30</u>
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	\$ <u>-</u>	\$ <u>-</u>
3. EXPENSES	\$ <u>4,325.24</u>	\$ <u>10,726.69</u>
4. OPERATING CAPITAL OUTLAY (OCO)	\$ <u>-</u>	\$ <u>-</u>
5. FIXED CAPITAL OUTLAY (FCO)	\$ <u>-</u>	\$ <u>1,016.37</u>
6. TOTAL FOR THIS PERIOD	\$ <u>4,325.24</u>	\$ <u>12,762.36</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.
(SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed [Signature]

Grantee Contact Manager or Financial Officer

Title JACK R. BROWN

COUNTY ADMINISTRATOR

Date TAYLOR COUNTY, FL

201 E GREEN ST.

PERRY, FL 32347

**TOTAL AMOUNT TO BE PAID
ON THIS INVOICE**

\$ 4,325.24
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPA (State) Amount	<u>105,806</u>
Prior Payment(s)	<u>8,437.12</u>
This Payment	<u>4,325.24</u>
Unexpended Funds	<u>93,043.64</u>

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202191001-31700100-00-10112300	310000	07	D2000632994	7500	05/25/12	1233930
						PAYMENT AMOUNT \$ 13,143.86

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

AGENCY DOCUMENT NO
V002988

PLEASE DIRECT QUESTIONS TO: (850) 922-1846, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
3	\$ 13,143.86

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.



FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	63-1012
31-202191001-31700100-00-10112300	D2000632994	V002988	7500	05/25/12	24-1233930-0	632
OLO 310000	SITE 07	CONTACT (850) 922-1846 FOR PAYMENT QUESTIONS				VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-16 911 569
AMOUNT

\$13,143.86

PAY

THIRTEEN-THOUSAND-ONE-HUNDRED-FORTY-THREE & 86/100 DOLLARS

TO THE
ORDER OF

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

EXPENSE WARRANT
TO: DIVISION OF TREASURY
TALL HASSEE

Jeff Atwater
JEFF ATWATER, CHIEF FINANCIAL OFFICER

⑈ 2412339300⑈ ⑆063210125⑆ 2079900545225⑈

Check Here for Initial Payment ☐Payment Number: 3

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR PAYMENT

PLEASE TYPE

Originating Division: Emergency Management

Make Warrant Payable to: Taylor County
(Same as Contract Name)

Mailing Address: 201 E. Green Street
Perry, FL 32347

Contract Number: 12-BG-05-03-72-01-062 Amount of Warrant: \$13,143.86
(Same as Backup Documentation)

TR	<u>70</u>	ENC # <u>663399</u>	LINE # <u>0001</u>	FOR CONSULTANT CONTRACTS ONLY:
**ORG LEVEL	<u>31800600000</u>	**EO	<u>06</u>	Date Invoice Received: _____
				Date Goods/Services Received: _____
FINAL PAYMENT INDICATOR: _____ (Leave Blank if Partial; Insert "F" if Final Payment)				Date Goods/Services Received: _____
CF	DESCRIPTION			Date Goods/Services Received: _____
AMOUNT \$	<u>\$ 13,143.86</u>			Invoice # <u>3</u>
**VENDOR NO.	<u>F 59-6000879 -</u>			TRANS DATE <u>000000</u>
VOUCHER NO.	LINE NO.			BATCH NUMBER <u>C</u>
BEN OBJ	BEN CAT			
**GRANT NO.	<u>MS027</u>	CONTRACT NO.		
**FID NO.	<u>2-191001-101123</u>	BY <u>AA</u>	DATE: <u>5/10/12</u>	
(Fund No. and Category)				

DATE: 5.11.12APPROVED: [Signature]

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

 12 MAY 12
 AM 8:13
 DIVISION OF EMERGENCY MANAGEMENT

Claim # 3

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim 12 APR 2012
 Address 201 E Green St
Perry, FL 32347
 Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7
 EMPA Base Grant Agreement No. 12-BG-05-03-72-01-062

	Period of: 01/01/12 through 03/31/12	
	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	\$ 3,660.20	\$ 8,432.53
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	\$ -	\$ -
3. EXPENSES	\$ 9,483.66	\$ 20,210.35
4. OPERATING CAPITAL OUTLAY (OCO)	\$ -	\$ -
5. FIXED CAPITAL OUTLAY (FCO)	\$ -	\$ 1,016.37
6. TOTAL FOR THIS PERIOD	\$ 13,143.86	\$ 29,659.25

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.
 (SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed James R. Brown
 Grantee JAMES R. BROWN Financial Officer
 COUNTY ADMINISTRATOR
 TAYLOR COUNTY, FL
 201 E. GREEN ST.
 PERRY, FL 32347
 Date 4/25/12

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ 13,143.86
 (To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPA (State) Amount		105,806.00
Prior Payment(s)		12,762.36
This Payment		13,143.86
Unexpended Funds		79,899.78

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLD	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202191001-31700100-00-10112300	310000	07	D3000138577	7500	09/18/12	0259946
PAYMENT AMOUNT						\$ 74,096.59

AGENCY DOCUMENT NO
V000924

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

PLEASE DIRECT QUESTIONS TO: (850) 922-1848, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
4	\$ 74,096.59

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.

FLAIR ACCOUNT CODE 31-202191001-31700100-00-10112300-00000138577-00000000-7500-09/18/12-34-0259946-0-832
OLD 310000-SITE 07-CONTACT (850) 922-1848 FOR PAYMENT QUESTIONS
VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-17-512 872
AMOUNT

PAY

SEVENTY-FOUR THOUSAND NINE HUNDRED AND SIXTY-ONE DOLLARS

74,096.59

TO THE
ORDER OF

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

TO DIVISION OF TREASURY
TALLAHASSEE

[Signature]

JEFF ATWATER, CHIEF FINANCIAL OFFICER

⑈3402599460⑈ ⑆063210125⑆2079900545225⑈



EMPA

Check Here for Initial Payment ☐Payment Number: 4

DIVISION OF EMERGENCY MANAGEMENT
REQUEST FOR PAYMENT

-PLEASE TYPE

Originating Division: Emergency Management

Make Warrant Payable to: Taylor County
(Same as Contract Name)

Mailing Address: 201 E Green Street
Perry, FL 32347

Contract Number: 12-BG-05-03-72-01-062 Amount of Warrant: \$74,096.59
(Same as Backup Documentation)

TR	<u>70</u>	ENC: <u>G633A</u>	LINE #	<u>0001</u>	FOR CONSULTANT CONTRACTS ONLY:
**ORG LEVEL	<u>31800600000</u>	**EO	<u>06</u>	OBJ CODE	<u>750002</u>
					Date Invoice Received: _____
FINAL PAYMENT INDICATOR: _____ (Leave Blank if Partial; Insert "F" if Final Payment)					Date Goods/Services Received: _____
CF	<u>C</u>	DESCRIPTION			Date Goods/Services Received: _____
AMOUNT \$	<u>\$74,096.59</u>				Invoice # _____
**VENDOR NO.	<u>F 59-6000879 - 031</u>				TRANS DATE <u>000000</u>
VOUCHER NO.	_____	LINE NO.	_____	BATCH NUMBER <u>000000</u>	
BEN OBJ	_____	BEN CAT	_____	DATE: <u>9/12/12</u>	
**GRANT NO.	<u>MS027</u>	CONTRACT NO.	_____	DATE: <u>9/12/12</u>	
**FID NO.	<u>2-191001-101123</u>	BY	<u>AA</u>	DATE: <u>9/12/12</u>	
					(Fund No. and Category)

DATE: 9.7.12 APPROVED: Cherie Harris

- Instructions:
- (1) Retain copy of this form for your files.
 - (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
 - (3) Submit the approved routing sheet and required attachments as per DEM instructions.
 - (4) Items marked with ** are to be provided by the Program Office.

DEM

Claim # 4

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim 7/31/12Address 201 E Green St
Perry, FL 32347Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7EMPA Base Grant Agreement No. 12-BG-05-03-72-01-062

Period of: 4/1/2012

6/30/2012

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	\$ <u>✓ 5,253.29</u>	\$ <u>13,685.82</u>
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	\$ <u>-</u>	\$ <u>-</u>
3. EXPENSES	\$ <u>✓ 22,725.35</u>	\$ <u>42,935.70</u>
4. OPERATING CAPITAL OUTLAY (OCO)	\$ <u>✓ 26,950.53</u>	\$ <u>26,950.53</u>
5. FIXED CAPITAL OUTLAY (FCO)	\$ <u>✓ 19,167.42</u>	\$ <u>20,183.79</u>
6. TOTAL FOR THIS PERIOD	\$ <u>✓ 74,096.59</u>	\$ <u>✓ 103,755.84</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.
(SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed *Jan R. Brown*
JAN R. BROWN Financial Officer
 COUNTY ADMINISTRATOR
 TAYLOR COUNTY, FL
 201 E. GREEN ST.
 PERRY, FL 32347 7/31/12

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ 74,096.59
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPA (State) Amount		105,806.00
Prior Payment(s)		25,906.22
This Payment		74,096.59
Unexpended Funds		5,803.19

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

FORM 3
Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee Taylor County

Agreement No. 12-FG-R3-03-72-01-129

Address P.O. Box 620

Agreement Amount \$49,936

City and State Perry, FL

Agreement Period 7/1/11 - 6/30/12

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	by Category - Total Contract Expenditures
1. Organizational Activities	\$34,528.33
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	\$14,926.62
6. Management and Administration Costs	
Total	\$49,454.95

	Date	Amount
1	11/10/11	\$10,729.09
2	3/5/12	\$4,911.63
3	5/25/12	\$6,532.04
4	9/19/12	\$27,282.19
5		
6		
Total 7		\$49,454.95

Agreement Amount \$49,936.00

Minus Total Payments
(Including final requested funds - Line 7) \$49,454.95

Unspent balance \$481.05

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed 
Grantee Contract Manager or Financial Officer

Date 10/2/12

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-05038500	310000	07	D2000255821	7300	11/10/11	0515674
PAYMENT AMOUNT						\$ 10,729.09

AGENCY DOCUMENT NO
V000313

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

ALL VENDORS MUST SUBMIT A NEW ELECTRONIC FORM W-9 PRIOR TO 3/5/2012 TO CONTINUE RECEIVING PAYMENTS FROM THE STATE. GO TO [HTTPS://FLVENDOR.MYFLORIDACFO.COM](https://FLVENDOR.MYFLORIDACFO.COM) TO SUBMIT A NEW FORM W-9.

PLEASE DIRECT QUESTIONS TO: (850) 922-1848, DIVISION OF EMERGENCY MANAGEMENT
VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
1	\$ 10,729.09

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.

FLAIR ACCOUNT CODE: 31-202261037-31700100-00-05038500 DOCUMENT NUMBER: D2000255821 OBJECT: 7300 DATE: 11/10/11 WARRANT NO: 63-1012
OLO: 310000 SITE: 07 CONTACT: (850) 922-1848 FOR PAYMENT QUESTIONS. VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

PAY
TEN-THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 DOLLARS

AMOUNT
\$ 10,729.09

TO THE ORDER OF: TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

[Signature]
STATE TREASURER

STATE DIVISION OF TREASURY
TALLahassee

⑈ 2405156740 ⑈ ⑆ 063210125 ⑆ 2079900545225 ⑈

EMPG

Check Here for Initial Payment ☒Payment Number: 1

DIVISION OF EMERGENCY MANAGEMENT
REQUEST FOR PAYMENT

PLEASE TYPEOriginating
Division: Emergency ManagementMake Warrant Payable to: Taylor County
(Same as Contract Name)Mailing Address: 201 E Green Street
Perry, FL 32347Contract Number: 12-FG-R3-03-72-01-129 Amount of Warrant: \$10,729.09
(Same as Backup Documentation)TR 51 ENC # G63427 LINE # 0001
**ORG LEVEL 31800600000 **EO R3 OBJ CODE 730000FOR CONSULTANT CONTRACTS ONLY:

Date Invoice Received: _____

FINAL PAYMENT INDICATOR:

(Leave Blank if Partial; Insert "F" if Final Payment)

Date Goods/Services
Received: _____

CF _____ DESCRIPTION _____

Date Goods/Services
Received: _____AMOUNT \$ \$10,729.09Invoice # 1**VENDOR NO. F 59-6000 879 - 004

VOUCHER NO. _____ LINE NO. _____

TRANS DATE 000000

BEN OBJ _____ BEN CAT _____



GRANT NO. 1690F CONTRACT NO. _____BATCH NUMBER CFID NO. 2-261037-050385 BY AA DATE 11/1/11
(Fund No. and
Category)DATE: 11.2.11APPROVED: Cherie Sauer

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

SUMMARY OF CONTRACTUAL SERVICES AGREEMENT/PURCHASE ORDER

OLO/Department:	3180/DEM	Agency Contact:	Tara Walters
Contract/PO #:	12-FG-R3-03-72-01-129	Telephone #:	850-410-1391
Contractor/Vendor/Payee:	Taylor County		
Total Contract Amount:	\$49,936		
Contract Start Date:	7/1/2011	Contract End Date:	6/30/2012
Contract Last Signed Date:	7/14/11	Contract Signed by Name:	DAVID HALSTEAD FOR BRYAN KOON
Job Title:	DIVISION DIRECTOR		
TYPE OF SERVICES:	SOCIAL SERVICES (BASE GRANT)		
Method of Payment:	<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Cost Reimbursement
	<input type="checkbox"/> Cost Plus (any combination)		
	<input type="checkbox"/> Advance Funded	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Deliverables Including Minimum Performance Standards	Payment Amount		
Base Grant funding is intended to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2010 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations CFR) part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes. We recognize that each county has a unique geography, faces unique threats and hazards, and serves a unique population. In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.	\$10,729.09		
METHOD OF PROCUREMENT:	<input type="checkbox"/> ITB	<input type="checkbox"/> RFP	<input type="checkbox"/> ITN
	REF # CFDA # 97.042		
	<input type="checkbox"/> Single/Sole Source	<input type="checkbox"/> Emergency Certification	<input checked="" type="checkbox"/> Other (Specify)
	Grant		
AGENCY/STATEMENT OF WORK			
I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements.			
Management Name printed:	Cherie Trainor	Job Title:	Community Program Administrator
Management Signature:		Date:	11.2.11
Invoice Number:	1	Invoice Period:	7/1/11 - 9/30/11
Total Amount of Previous Payments:	\$0		
CONTRACT MANAGER CERTIFICATION:			
I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements.			
Contract Manager Name printed:	Tara Walters		
Contract Manager Signature:			
Date:	11/11/11		

Attachment A Amendments/Renewals

OLO/Department: 3180/DEM		Agency Contact: Tara Walters	
Contract/PO #: 12-FG-R3-03-72-01-129		Telephone #: 850-410-1391	
Contractor/Vendor/Payee: Taylor County			
Original Contract Start Date: 7/1/2011		Original Contract End Date: 6/30/2012	
AMENDMENT 1 <input type="checkbox"/> RENEWAL <input type="checkbox"/>			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			
AMENDMENT 2			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			
AMENDMENT 3			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			
AMENDMENT 4 <input type="checkbox"/> RENEWAL <input type="checkbox"/>			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			
AMENDMENT 5			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			
AMENDMENT 6			
Contract Last Signed Date:		Contract Signed by Name:	Job Title:
Total Contract amount:			

Claim # 1

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
FORM 1
FINANCIAL REPORT/REIMBURSEMENT REQUEST**

County Taylor Date of Claim 10/24/11

Address 201 E Green St
Perry, FL 32347

Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7

EMPG Base Grant Agreement No. 12-FG-R3-03-72-01-129

Period of: 7/1/2011 through 9/30/2011

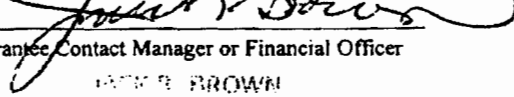
CURRENT CLAIM

CUMULATIVE CLAIMS

1. Organizational Expenditures	\$ <u>10,729.09</u>	\$ <u>10,729.09</u>
2. Planning Expenditures	<u> </u>	<u> </u>
3. Training Expenditures	<u> </u>	<u> </u>
4. Exercise Expenditures	<u> </u>	<u> </u>
5. Equipment Expenditures	<u> </u>	<u> </u>
6. Management and Administration Costs - limited to 3% of the total award	<u> </u>	<u> </u>
7. TOTAL FOR THIS PERIOD	\$ <u>10,729.09</u>	\$ <u>10,729.09</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed 
Grantee Contact Manager or Financial Officer
Title PETER R. BROWN
ADMINISTRATOR
Date 10/24/11

**TOTAL AMOUNT TO BE PAID
ON THIS INVOICE**

\$
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPG (Federal) Amount		<u>49,936</u>
Prior Payment(s)		<u>0</u>
This Payment		<u>10,729.09</u>
Unexpended Funds		<u>39,206.91</u>

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

FORM 2

DETAIL OF CLAIMS

CATEGORY # 1

(Please use one form per category. Pick from the below 1-6)

- 1. Organizational Expenditures**
- 2. Planning Expenditures**
- 3. Training Expenditures**
- 4. Exercise Expenditures**
- 5. Equipment Expenditures**
- 6. Management and Administration Expenditures**
(limited to 3% of the total award)

County Taylor Costs Incurred During the Period of: 7 / 1 / 11 to 9 / 30 / 11 Claim Number: 1

Vendor	Briefly Describe Item and Its EM Purpose	Date Paid	Check Number	Amount	AEL# (if applicable)
Dustin Hinkel	Salary and fringe benefits for EM Director	7/15/2011	V5013193	\$1,600.62	
Dustin Hinkel	Salary and fringe benefits for EM Director	7/29/2011	V5013290	\$2,185.93	
Dustin Hinkel	Salary and fringe benefits for EM Director	8/12/2011	V5013390	\$1,600.60	
Dustin Hinkel	Salary and fringe benefits for EM Director	8/26/2011	V5013488	\$2,185.94	
Dustin Hinkel	Salary and fringe benefits for EM Director	9/9/2011	V5013582	\$1,600.60	
Dustin Hinkel	Salary and fringe benefits for EM Director	9/23/2011	V5013589	\$883.60	
Dustin Hinkel	Workers' Compensation Allocation	9/30/2011	N/A	\$8.06	
Dustin Hinkel	Salary and fringe benefits for EM Director	10/7/2011	V5013685	\$663.74	

Total Costs Charged to this Grant

\$10,729.09

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Form 2 (if applicable)

DETAIL OF CLAIMS

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County Taylor Costs Incurred During the Period of: 7 / 1 / 11 to 9 / 30 / 11 Claim Number: 1

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
Dustin Hinkel	EM Director	90%	\$8,289.37	\$2,439.72
TOTALS			\$8,289.37	\$2,439.72
Total Salaries and Benefits Charged to this Grant				\$10,729.09

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-05038500	310000	07	D2000453233	7300	03/05/12	0924569
					PAYMENT AMOUNT	
					\$ 4,911.63	

AGENCY DOCUMENT NO
V001648

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

ALL VENDORS MUST SUBMIT A NEW ELECTRONIC FORM W-9 PRIOR TO 3/5/2012 TO CONTINUE RECEIVING PAYMENTS FROM THE STATE. GO TO [HTTPS://ELVENDOR.MYFLORIDACFD.COM](https://ELVENDOR.MYFLORIDACFD.COM) TO SUBMIT A NEW FORM W-9.

PLEASE DIRECT QUESTIONS TO: (850) 922-1848, DIVISION OF EMERGENCY MANAGEMENT
VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DSF.STATE.FL.US](http://FLAIR.DSF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
2	\$ 4,911.63

EMPG FY12
0224

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

PAY
FOUR THOUSAND NINE HUNDRED ELEVEN & 63/100 DOLLARS

TO THE ORDER OF
TAYLOR COUNTY
TAYLOR COUNTY BOARD OF COMMISSIONERS
201 E GREEN ST
PERRY FL 32347

AMOUNT
4,911.63

4-16-536-339

Signature: [Handwritten Signature]

31-202261037-31700100-00-05038500

EMPG

Check Here for Initial Payment ☐Payment Number: 2

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR PAYMENT

PLEASE TYPEOriginating
Division:Emergency Management

Make Warrant Payable to:

Taylor County

(Same as Contract Name)

Mailing Address:

201 E Green Street
Perry, FL 32347

Contract Number:

12-FG-R3-03-72-01-129

Amount of Warrant:

\$4,911.63

(Same as Backup Documentation)

TR

70

ENC #

G63427

LINE #

0001

FOR CONSULTANT CONTRACTS ONLY:

**ORG LEVEL

31800600000

**EO

R3

OBJ CODE

730000

Date Invoice Received:

FINAL PAYMENT INDICATOR:

(Leave Blank if Partial; Insert "F" if Final Payment)

Date Goods/Services
Received:

CF

DESCRIPTION

Date Goods/Services
Received:

AMOUNT \$

\$4,911.63

Invoice #

2

**VENDOR NO.

F 59-6000 879 - 031

VOUCHER NO.

LINE NO.

TRANS DATE

000000

BEN OBJ

BEN CAT

**GRANT NO.

1690F

CONTRACT NO.

BATCH NUMBER

C

**FID NO.

2-261037-050385

BY

AA

DATE

2/21/12(Fund No. and
Category)

DATE:

2/13/12

APPROVED:

Cherie Perin

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

DEM-FISCAL MANAGEMENT

12 FEB 15 AM 8:20

Claim # 2

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
FORM 1
FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim _____Address 201 E Green St
Perry, FL 32347Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7EMPG Base Grant Agreement No. 12-FG-R3-03-72-01-129Period of: 10/1/2011 through 12/31/2011

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. Organizational Expenditures	\$ <u>4,911.63</u>	\$ <u>15,640.72</u>
2. Planning Expenditures	_____	_____
3. Training Expenditures	_____	_____
4. Exercise Expenditures	_____	_____
5. Equipment Expenditures	_____	_____
6. Management and Administration Costs - limited to 3% of the total award	_____	_____
7. TOTAL FOR THIS PERIOD	\$ <u>4,911.63</u>	\$ <u>15,640.72</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed _____

Grantee Contact Manager or Financial Officer

JOCK R BROWN
COUNTY ADMINISTRATORTitle TAYLOR COUNTY, FL

201 E GREEN ST.

Date PERRY FL 32347 1/19/2012TOTAL AMOUNT TO BE PAID
ON THIS INVOICE\$ 4,911.63

(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPG (Federal) Amount		<u>49,936</u>
Prior Payment(s)		<u>10,729.09</u>
This Payment		<u>4,911.63</u>
Unexpended Funds		<u>34,295.28</u>

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLD	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-05038500	310000	07	D2000635917	7300	05/25/12	1233947
						PAYMENT AMOUNT \$ 6,532.04

AGENCY DOCUMENT NO
V003015

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

PLEASE DIRECT QUESTIONS TO: (850) 922-1846, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
3	\$ 6,532.04

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	83-1012
31-202261037-31700100-00-05038500	D2000635917	V003015	7300	05/25/12	24-1233947-0	832
OLD 310000	SITE 07	CONTACT (850) 922-1846 FOR PAYMENT QUESTIONS				VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-16 911 586
AMOUNT

PAY
SIX-THOUSAND-FIVE-HUNDRED-THIRTY-TWO & 04/100 DOLLARS

*****6,532.04

TO THE
ORDER OF

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

EXPENSE WARRANT
TO: DIVISION OF TREASURY
TALLAHASSEE

Jeff Atwater
JEFF ATWATER, CHIEF FINANCIAL OFFICER

⑈ 24 12339470 ⑈ ⑈ 063210125⑈ 2079900545225 ⑈

Check Here for Initial Payment ☐Payment Number: 3

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR PAYMENT

PLEASE TYPE
 Originating
 Division: Emergency Management

 Make Warrant Payable to: Taylor County
 (Same as Contract Name)

 Mailing Address: 201 E Green Street
Perry, FL 32347

 Contract Number: 12-FG-R3-03-72-01-129 Amount of Warrant: \$6,532.04
 (Same as Backup Documentation)

 TR 70 ENC # 663427 LINE # 0001 FOR CONSULTANT CONTRACTS ONLY:
 **ORG LEVEL 31800600000 **EO R3 OBJ CODE 730000 Date Invoice Received: _____

FINAL PAYMENT INDICATOR:

(Leave Blank if Partial; Insert "F" if Final Payment)

CF _____ DESCRIPTION _____

AMOUNT \$ \$6,532.04**VENDOR NO. F 59-6000879 -031

VOUCHER NO. _____ LINE NO. _____

BEN OBJ _____ BEN CAT _____

**GRANT NO. 1690F CONTRACT NO. _____
 **FID NO. 2-261037-050385 BY AA DATE: 5/28/10
 (Fund No. and Category)

Date Goods/Services Received: _____

Date Goods/Services Received: _____

Invoice # 3TRANS DATE 000000BATCH NUMBER CDATE: 5.11.12APPROVED: Cheri Spurr

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

 12 MAY 17 AM 8:17
 CERT-FISCAL MANAGEMENT

Claim # 3

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
FORM 1
FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim _____

Address 201 E Green St
Perry, FL 32347

Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7

EMPG Base Grant Agreement No. 12-FG-R3-03-72-01-129

Period of: 1/1/2012 through 3/31/2012

CURRENT CLAIM

CUMULATIVE CLAIMS

1. Organizational Expenditures	\$ <u>6,532.04</u>	\$ <u>22,172.76</u>
2. Planning Expenditures	_____	_____
3. Training Expenditures	_____	_____
4. Exercise Expenditures	_____	_____
5. Equipment Expenditures	_____	_____
6. Management and Administration Costs - limited to 3% of the total award	_____	_____
7. TOTAL FOR THIS PERIOD	\$ <u>6,532.04</u>	\$ <u>22,172.76</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed _____

Grantee Contact Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR

Title TAYLOR COUNTY, FL

201 E. GREEN ST.

Date 4/23/12 PERRY, FL 32347

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ 6,532.04
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPG (Federal) Amount	<u>49,936.00</u>
Prior Payment(s)	<u>15,640.72</u>
This Payment	<u>6,532.04</u>
Unexpended Funds	<u>27,763.24</u>

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-05038500	310000	07	D3000138578	7300	09/19/12	0269502
PAYMENT AMOUNT						\$ 27,282.19

AGENCY DOCUMENT NO
V000925

TAYLOR COUNTY
TAYLOR COUNTY BD OF COMM
201 E GREEN ST
PERRY FL 32347

PLEASE DIRECT QUESTIONS TO: (850) 922-1848, DIVISION OF EMERGENCY MANAGEMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
4	\$ 27,282.19

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FRONT OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.

31-202261037-31700100-00-05038500	OLO 310000	SITE 07	DOCUMENT NUMBER D3000138578	OBJECT 7300	DATE 09/19/12	WARRANT NO 83-1012 34-0269502-0 632
-----------------------------------	------------	---------	-----------------------------	-------------	---------------	-------------------------------------

VOID AFTER 12 MONTHS

4-17 522 665
AMOUNT
27,282.19

PAY
TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO AND 19/100 DOLLARS

TO THE ORDER OF TAYLOR COUNTY BOARD OF COMMUNITY DEVELOPMENT
201 E GREEN ST
PERRY FL 32347

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF EMERGENCY MANAGEMENT
TAYLOR COUNTY

SEE WATERMETER FINANCIAL OFFICER

3402695020 063210125 2079900545225



EMPG

Check Here for Initial Payment ☐Payment Number: 4

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR PAYMENT

PLEASE TYPE

Originating
Division:

Emergency Management

Make Warrant Payable to:

Taylor County

(Same as Contract Name)

Mailing Address:

201 E. Green Street
Perry, FL 32347

Contract Number:

12-FG-R3-03-72-01-129

Amount of Warrant:

\$27,282.19

(Same as Backup Documentation)

TR

70

ENC #

G63427

LINE #

0001

FOR CONSULTANT CONTRACTS ONLY:

**ORG LEVEL

31800600000

**EO

R3

OBJ CODE

730000

Date Invoice Received:

FINAL PAYMENT INDICATOR:

(Leave Blank if Partial; Insert "F" if Final Payment)

Date Goods/Services
Received:

CF

C

DESCRIPTION

Date Goods/Services
Received:

AMOUNT \$

\$27,282.19

Invoice #

4

**VENDOR NO.

F 59-6000879 - 031

VOUCHER NO.

LINE NO.

TRANS DATE

000000

BEN OBJ

BEN CAT

BATCH NUMBER

**GRANT NO.

1690F

CONTRACT NO.

**FID NO.

2-261037-050385

BY

AA

DATE:

9/13/12

(Fund No. and
Category)

DATE:

9.7.12

APPROVED:

Cheerie Acen

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with ** are to be provided by the Program Office.

DEM

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
FORM 1
FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor Date of Claim 7/31/12Address 201 E Green St
Perry, FL 32347Point of Contact Dustin Hinkel Telephone Number (850) 838-3500 ext 7EMPG Base Grant Agreement No. 12-FG-R3-03-72-01-129Period of: 4/1/2012 through 6/30/2012

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. Organizational Expenditures	\$ <u>✓ 12,355.57</u>	\$ <u>34,528.33</u>
2. Planning Expenditures	_____	_____
3. Training Expenditures	_____	_____
4. Exercise Expenditures	_____	_____
5. Equipment Expenditures	\$ <u>✓ 14,926.62</u>	\$ <u>14,926.62</u>
6. Management and Administration Costs - limited to 3% of the total award	_____	_____
7. TOTAL FOR THIS PERIOD	\$ <u>✓ 27,282.19</u>	\$ <u>✓ 49,454.95</u>

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed Joseph B. BROWN COUNTY ADMINISTRATOR
Grantee Contact Manager or Financial Officer
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Title _____

Date _____

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ 27,282.19
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPG (Federal) Amount		<u>49,936.00</u>
Prior Payment(s)		<u>22,172.76</u>
This Payment		<u>27,282.19</u>
Unexpended Funds		<u>481.05</u>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON RENEWAL OF USE OF FACILITY AS A MASS CARE SHELTER AGREEMENT WITH THE AMERICAN RED CROSS, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THIS RENEWS THE AGREEMENT FOR FOREST CAPITAL HALL SIGNED IN 2002.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT

**STATEMENT OF AGREEMENT
FOR THE USE OF FACILITY AS A MASS CARE SHELTER**

This agreement made and entered into between the governing board of Taylor County Board of County Commissioners (TCBCC) for use of Forest Capital Hall and the Capital Area Chapter of the American Red Cross.

Pursuant to its Congressional Charter, the Capital Area Chapter of the American Red Cross (ARC) provides disaster relief to individuals and families who have been affected by disasters or emergencies. The TCBCC is authorized to permit the ARC to use the following public buildings, grounds, and equipment (facilities):

Forest Capital Hall (FCH)
203 Forest Park Drive
Perry, FL 32347

to conduct disaster relief activities and wishes to cooperate with the ARC for such purposes.

The ARC provides disaster relief to evacuees, disaster victims and emergency workers involved in or threatened by a disaster or emergency. Such assistance includes fixed and mobile feeding sites and individual and mass care sheltering until families are able to resume living as a family rather than in shelters. In doing so the ARC uses all available resources from the federal, state and local governments and private agencies. The ARC authority originally evolved from a Congressional Charter enacted by the US Congress on January 5, 1905, as amended, 36 U.S.C. Subsequent federal executive directives delegate that responsibility to the Federal Emergency Management Agency, which in turn has reaffirmed the role of the ARC in regulations as well as a statement of understanding dated January 22, 1982. The ARC is the Lead Agency for Emergency Support Function #6 (Mass Care) in the State of Florida Comprehensive Emergency Management Plan.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facility of the TCBCC available to the ARC.

Now, therefore it is mutually agreed as follows:

GENERAL PRINCIPLES

- To the extent that such use does not interfere with the daily activities of the facility the TCBCC sanctions the ARC use of the facility as a mass care shelter prior to, during or subsequent to a disaster or emergency.
- Following a disaster the ARC will minimize the use of the facility to the extent possible by relocation and closing mass care shelters in the most expeditious manner possible with due consideration to the disaster situation.
- Continued use of the facility will be based on the needs of the community and mutual decision of both parties.
- The ARC will return the facility in equal or better physical condition that existed prior to occupation.

THEREFORE, it is further agreed that the following arrangements regarding the facility are approved and agreed upon by both parties:

- The ARC shall exercise reasonable care in the conduct of its activities and further agrees to replace, repair or reimburse the TCBCC for equipment, facility or supplies damaged, lost or consumed during the mass care sheltering operation.
- An ARC representative, normally the Shelter Manager and a TCBCC representative will use the Self-Inspection Worksheet ARC Form #6505 to complete a pre-use inspection of the facility. The same inspection form shall be used to complete a post use inspection. Such inspections will be signed by both parties and will be the basis for any subsequent post-use facility issues.
- The TCBCC agrees to notify the ARC when any reimbursable damage to the facility is first noticed. This notification shall be followed up in writing. The ARC will normally request three estimates for repair/replacement in accordance with ARC policies.
- Damages caused by the disaster are not the responsibility of the ARC.
- Where any TCBCC personnel are involved with the mass care shelter operations, employee pay shall be borne by the TCBCC excepting where a prior written agreement otherwise provides.

Signatures to this agreement:

Capital Area Chapter
American Red Cross

Taylor County Board of County Commissioners

Date: _____

James R. Boney
County Administrator
10/2/2012

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL, BY RESOLUTION, OF THE UPDATED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CHAPTER 252, FLORIDA STATUTES, REQUIRES THAT ALL COUNTIES MUST UPDATE THEIR CEMP EVERY FOUR YEARS AND SUBMIT THE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT. ONCE APPROVED THE CEMP MUST BE ADOPTED BY RESOLUTION OF THE BOARD.

Options: APPROVE/NOT APPROVE

Attachments: ADOPTION RESOLUTION
FDEM APPROVAL LETTER
CEMP

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVING THE REVISED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster mitigation, preparedness, response, and recovery; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property, and to provide relief from suffering and privation; and

WHEREAS, local services may be overburdened or inadequate, and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters in Taylor County; and

WHEREAS, man populated areas and parts of communities may require evacuation, shelter, and food until the disaster ends, services are restored, and needed supplies and materials are available; and

WHEREAS, this plan is intended to provide the framework for the development of detailed operating procedures for all County forces charged with the responsibility of protecting the public's health and safety from natural and technological disasters; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, furthermore, requires the governing body of Taylor County to adopt by resolution, the revised Taylor County Comprehensive Emergency Management Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that Taylor County's revised Comprehensive Emergency Management Plan be hereby adopted and activated throughout Taylor County.

This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 16th day of October, 2012.

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

Patricia Patterson, Chair

ATTEST:

Annie Mae Murphy, Clerk to the
Board of County Commissioners,
Taylor County

Approved as to form and legality:

Conrad C. Bishop Jr., County Attorney

LETTER OF PROMULGATION

Approval Date: October 16, 2012

To: Officials, Employees and Citizens of Taylor County

The preservation of life, property and the environment is an inherent responsibility of local, state and federal government. Taylor County, in cooperation with the County's constitutional officers, and nonprofit agencies, has prepared this Comprehensive Emergency Management Plan (CEMP) to ensure the most effective allocation of resources for the protection of people and property in time of an emergency.

While no plan can completely prevent injuries and damage, good plans carried out by knowledgeable and well-trained personnel can reduce losses. This plan establishes the emergency organization, assigns responsibilities, specifies policies, and provides for coordination of planning efforts of the various emergency staff and service elements using the Emergency Support Function concept.

The objective of this plan is to incorporate and coordinate the facilities and personnel of the County and its subsidiaries into an efficient organization capable of responding effectively to an emergency.

This CEMP is an extension of the *State Comprehensive Emergency Management Plan*. The County will periodically review and exercise the plan and revise it as necessary to meet changing conditions.

The Taylor County Board of County Commissioners gives its full support to this plan and urges all officials, employees and the citizens to do their part in the total emergency preparedness effort.

This letter promulgates the *Taylor County Comprehensive Emergency Management Plan*, constitutes the adoption of the plan, and the adoption of the National Incident Management System (NIMS). This emergency plan becomes effective on approval by the Board of County Commissioners.

Patricia Patterson, Chair
Taylor County Board of County Commissioners



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

September 11, 2012

Mr. Dustin Hinkel, Director
Taylor County Department of Emergency Management
591 East US Highway 27
Perry, Florida 32347

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Director Hinkel:

In accordance with the provisions of Rule Chapter 27P-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Taylor County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the Board of County Commissioners within 60 days in accordance with Rule 27P-6.006(10) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 60 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(10) FAC.

Mr. Hinkel
September 11, 2012
Page Two

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Erika Smith, at (850) 413-9906 or by email: erika.smith@em.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda McWhorter".

Linda McWhorter, Chief
Bureau of Preparedness

LM/es

cc: Pat Patterson, Chairperson of BOCC, Taylor County
Jim Roberts, DEM -Regional Coordination Team Leader
Bryan Lowe, DEM -Regional Coordinator
Dwayne Mundy, RPC Representative
Leo Lachet, DEM -Recovery
Miles Anderson, DEM -Mitigation
Erika Smith, DEM -CEMP Coordinator

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for Board approval of Chairperson signature on a contract for a 3-year maintenance agreement with Johnson Controls for preventative maintenance on the Courthouse HVAC Chiller.

MEETING DATE REQUESTED:

October 16, 2012

Statement of Issue: Contract for Courthouse Chiller maintenance needs signature by the Chairperson.

Recommendation: Approve signing of contract.

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In anticipation of the expiration of the existing Courthouse Chiller Maintenance Contract on October 5, 2012, staff ran a notice in the local newspaper for two consecutive weeks and mailed quotes sheets to individual contractors. The results of the quotes received are as follows:

CONTRACTOR	YEAR 1	YEAR 2	YEAR 3	TOTAL
KELLAR MECHANICAL INC.	2,700	2,700	2,700	8,100
JOHNSON CONTROL	2,195	2,261	2,329	6,785
ENGINEERED COOLING SERVICES	2,700	2,700	2,700	8,100

The lowest quote received was from Johnson Control. The only local service provider that submitted a quote was Kellar Mechanical Inc. and the 5% local vendor preference did not affect the quote result from a price perspective.

Staff respectfully requests Board approval for Chairpersons signature on the contract.

Options:

1. Approve signing of contract.
2. Choose not to accept contract.

Attachments:

1. Copy of contract.

CONTRACT FORM

This contract made the _____ day of October, 2012 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **JOHNSON CONTROLS.**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **COURTHOUSE HVAC QUARTERLY RUNNING AND ANNUAL SHUTDOWN INSPECTIONS**. The Contractor agrees to provide and install all materials in association with the HVAC inspections in accordance with the scope of services for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

GENERAL: Perform three (3) quarterly running inspections and (1) annual shut-down inspection for York Chiller-Model# YCAL0094EC46XCA Serial # RLMM006801. Work to be performed during normal hours of operation Monday thru Friday.

Annual equipment shutdown inspection and PM

The following tasks are to be performed once each year, unless otherwise specified, during a shutdown period in order to properly evaluate the equipment status and prepare the unit for the next cooling season:

1. Megging and recording motor winding resistance
2. Sampling the oil in compressors (should oil need replacement, it is not included in the proposal)
3. Conducting a leak check
4. Checking the filter-drier
5. Checking the crankcase heater, oil temperature and lube system
6. Tightening the power wiring on contactors and the motor terminal box

7. Chemically cleaning all contactors and recommending replacement if required
8. Checking all relays, operating controls and safeties
9. Check superheat and subcooling of evaporator TXV's (twice per year)
10. Checking and calibrating all controls, safeties, unloaders and external interlocks
11. Inspecting condenser coils for blockage and clean if necessary (twice per year)
12. Test chiller water and treat as needed (twice per year)

Operating season inspections

1. Check for general condition and operation
2. Log operating conditions and identify inconsistencies
3. Adjust operating controls if required
4. Check for proper oil level and refrigerant charge
5. Check the oil temperature and crankcase heater
6. Inspect starter, relays and controls
7. Inspect the air-cooled condenser fans and motor operation
8. Remove debris from inside and around the unit
9. Review operating procedures and the owner's log with the operator

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ **2,195.00** per year the first year, \$ **2,261.00** per year for the second year, and \$ **2,329.00** per year for the third year. Unforeseen repairs, if needed, will require processing of a Purchase Order agreed upon by the Contractor and the County.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued

within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to

persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage.**

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Contractors proposal
- (b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

15. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs. In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2012.

WITNESSES:

TAYLOR COUNTY

Patricia Patterson
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

D. Raquet McKiff
(Raquet McKiff)

Bobby Jackson, Jr.
Bobby Jackson, Jr.

STATE OF FLORIDA
COUNTY OF TAYLOR

CONTRACTOR

Daniel C. Wilson
Johnson Controls

The foregoing instrument was acknowledged before me this 8th day of Oct.,
2012, Daniel C. Wilson, who is personally known to me and
who did not take an oath. FLDL I d. not.

Latacha Williams
NOTARY PUBLIC

My Commission Expires: March 8, 2013



State of Florida County of Leon

Sworn to and subscribed before me

this 8th day of Oct 2012

By Daniel C. Wilson

Personally known or ID ✓

Type of Identification FLDL

Latacha Williams
State of Florida-Notary Public

(12)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2013.

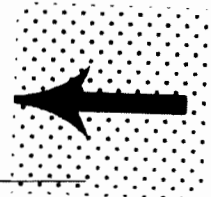
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$879,880	003-3314113	FAA Runway Rehab. Grant (phase 2)
Expenditures:		
\$780,080	0528-2 -56300	Capital - Infrastructure
\$ 99,800	0528-2 -53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of October, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(New Grant Awarded for 2012/2013 FY)



**SIGN
HERE**

DETAIL BUDGET REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: FAA Grant Runway 18/36 Rehabilitation Phase II
 October 4, 2012

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
56300	Capital Infrastructure	\$780,080
Rehabilitation and resurfacing of Runway 18/36 at Perry Foley Airport		
53101	Professional Services	\$99,800

Construction over site, testing and inspection services for the rehabilitation project.

TOTAL BUDGET \$879,880

The project will have a total cost of \$979,880

FAA \$879,880
 FDOT \$100,000
 County \$0

New Dept : 0528-2

FAA Rehab Runway - Phase 2

Review (003-331411.3)

[Signature]
 10-10-12

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: October 4, 2012

TO: Tammy

FROM: Melody

RE: Budget Amendment Request
NEW FAA Grant

Tammy, please prepare a budget amendment as soon as possible for the above indicated budget. I have attached a detailed budget for this request and a copy of the grant agreement. We will also be receiving a FDOT grant for a portion of this project. The Board will be executing the FDOT grant contract at the October 16 meeting. I will prepare a budget request immediately after that Board meeting for you. The County will NOT be providing any type of match.

We will be moving forward with this project as soon as you have completed the budget amendment. Bids for the contractor have already been received and approved by the Board.

Please let me know if you have any questions. Tammy, thank you!


Melody

c.c. Dustin Hinkle

DETAIL BUDGET REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: FAA Grant Runway 18/36 Rehabilitation Phase II
October 4, 2012

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
56300	Capital Infrastructure	\$780,080
Rehabilitation and resurfacing of Runway 18/36 at Perry Foley Airport		
53101	Professional Services	\$99,800

Construction over site, testing and inspection services for the rehabilitation project.

TOTAL BUDGET \$879,880

The project will have a total cost of \$979,880

FAA \$879,880
FDOT \$100,000
County \$0

Melody Cox
 10-4-2012



GRANT AGREEMENT

U. S. Department
of Transportation
Federal Aviation
Administration

Date of Offer: August 28, 2012

Project Number: 3-12-0064-012-2012

Recipient: Taylor County (Herein called Sponsor)

Airport: Perry-Foley Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following:

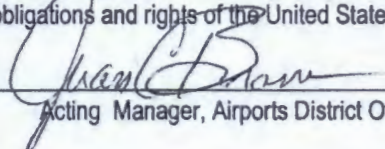
"Rehabilitate Runway 18/36 (Phase 3 Construction)"

as more particularly described in the Project Application dated August 21, 2012.

The maximum obligation of the United States payable under this Offer shall be \$879,880 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Acting Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this 4th day of Sept, 2012

Taylor County Board of Commissioners
Name of Sponsor


Signature of Sponsor's Designated Official Representative

Chairman
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, CONRAD C BISHOP, JR., 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 relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. 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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Public Hearing for Iron Horse Mud Ranch Mud Bog Special Event

MEETING DATE REQUESTED:

October 16, 2012

Statement of Issue: Board to hold public hearing to consider approval of a Mud Bog Special Event application.

Recommendation: Hold public hearing

Fiscal Impact: Increase in tourism

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Staff received an application from the Iron Horse Mud Ranch to hold a Mud Bog Special Event on October 26-28, 2012. The event is scheduled to take place at the Iron Horse Mud Ranch site located at 8999 S. US 19. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application and associated documents.
2. Copy of legal public hearing notice.

**NOTICE OF PUBLIC HEARING
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, October 16, 2012 at 6:15 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 26-28, 2012 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this 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.

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

MUD BOG CHECKLIST

EVENT NAME: Iron Horse Mud Ranch

1.	APPLICANTS NAME	✓
2.	PHYSICAL LOCATION	✓
3.	LEGAL DESCRIPTION	✓
4.	WAIVER FROM ADJOINING PROPERTY OWNERS	✓
5.	DATE & HOURS OF EVENT (7 A.M. – 7 P.M. Maximum)	✓
6.	MAXIMUM ATTENDANCE	✓
7.	SECURITY STATEMENT	✓
8.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	✓
9.	MAP OF PROPERTY	✓
10.	PROPERTY WITHIN 660 FEET OF EVENT	✓
11.	LOCATION OF PARKING	✓
12.	LIST OF OWNERS WITHIN 660 FEET	✓
13.	OWNER STATEMENT	✓
14.	HOLD HARMLESS & ENTRY CONSENT STATEMENT	✓
15.	WASTE HAULER STATEMENT	✓
16.	INSURANCE STATEMENT	✓
17.	SANITARY FACILITY PROVIDER STATEMENT	✓

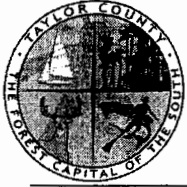
COMPLETED BY:

William D. (Danny) Griner
William D. (Danny) Griner

DATE:

10/9/12

MALCOLM PAGE District 1	MARK WIGGINS District 2	LONNIE HOUCK District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK BROWN, 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

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG DATE: _____

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch LLC

MAILING ADDRESS: Po Box 22, Perry, Florida 32348

PROPERTY OWNER: Rt. 207 Properties LLC

PROPERTY ADDRESS: 8999 US Hwy 19 South , Perry, Florida 32348

PHONE#: 850-584-4980 PARCEL #: See attached

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|------------------------------|--------------------------|
| 1. <u>Rt. 207 Properties</u> | 2. <u>Andyland LLC</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Jack Fernandez</u> |
| 5. <u>Martin Ellison</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S):	START: <u>October 26, 2012</u>	END: <u>October 28, 2012</u>
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____

HOURS OF OPERATION: START: 7:00 am END: 7:00 pm

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY _____
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-000

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF NW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880 & 665-897

NAME:RT 207 PROPERTIES LLC
ADD :
ADD :1932 CARTER AVENUE
ADD :
CSZ :ASHLAND KY 41101
911 :
911 CITY:

LAND : \$51,000
AGR-VAL : \$6,600
EX-FEAT : \$
BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015092

LAND	LAND UNITS	COND
5600-ACRE	40.00	100
9900-ACRE	40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-060

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$38,250

AGR-VAL : \$3,390

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: -----
\$3,390

LEGAL: LEG 0030.00 ACRES

NW 1/4 OF SW 1/4 OF NW 1/4 &

S 1/2 OF SW 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5700 ZONE : 015094

LAND	LAND UNITS	COND
5700-ACRE	30.00	100
9900-ACRE	30.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-100

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$51,000

AGR-VAL : \$4,520

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$4,520

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF SW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5700 ZONE : 015095

LAND	LAND	UNITS	COND
5700-ACRE		40.00	100
9900-ACRE		40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-150

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 : 8999 US 19 S

911 CITY:

LAND : \$93,500

AGR-VAL : \$9,835

EX-FEAT : \$5,115

BUILDING : \$37,056

TOT-MKT-->: \$52,006

LEGAL: LEG 0040.00 ACRES

NW 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5002 ZONE : 015096

LAND	LAND UNITS	COND
9910-ACRE	1.00	100
5600-ACRE	39.00	100
9900-ACRE	20.00	100
9900-ACRE	20.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-200

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF SW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880 & 665-897

TD :CO DOR : 5600 ZONE : 015097

LAND	LAND UNITS	COND
5600-ACRE	40.00	100
9900-ACRE	40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL-

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-220

LEGAL: LEG 0080.00 ACRES
W 1/2 OF SW 1/4
OR 665-908
SUBJ TO & TOGETHER WITH ESMTS

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$272,000

AGR-VAL : \$13,200

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$13,200

TD :CO DOR : 5600 ZONE : 015098

LAND	LAND UNITS	COND
5600-ACRE	80.00	100
9900-ACRE	80.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
04-06-08-08744-050

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF NE 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015102

LAND	LAND	UNITS	COND
5600-ACRE		40.00	100
9900-ACRE		40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-250

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$40,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF NW 1/4

OR 665-926

SUBJ TO & TOGETHER WITH ESMTS IN

OR 234-388 & 665-880 & 665-890 &

665-897

TD :CO DOR : 5600 ZONE : 015099

LAND	LAND	UNITS	COND
5600-ACRE		40.00	100
9900-ACRE		40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from 3-4-11, 2011 through 3-4, 2014

Jack Fernandez
Print Name

Jack Fernandez
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

AT 207 PROPERTIES

Print Name

M. Webb

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

SANDRA LAURA LEE

Print Name

S. Laura Lee

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: 8/8/11

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from 8/8/11, 2011 through 8/8/14, 20 .

J. M. BLISSON
Print Name

X J M Ellison
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _____, 20____ through _____, 20____.

Print Name

Signature

ATTENTION GARY WELLS

DATE: 3/9/2011

SPECIAL EVENT WAIVER

Event must be a minimum of 450 feet (Four hundred fifty feet) away from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Andrew KOTSARTIS

Print Name

[Signature]

Signature

Andy Landy, LC

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

October 1, 2012

Board of County Commissioners:

Trey Howard has requested that the Taylor County Sheriff's Office provide security for 10/26/2012, 10/27/2012 & 10/28/2012. The physical address is Iron Horse Mud Ranch, Hwy 19 South Perry, Florida. With the understanding that Sheriff Williams may cancel the security provided on these dates at anytime.

Thank you,

A handwritten signature in black ink that reads "L.E. 'Bummy' Williams". The signature is written in a cursive, flowing style.

L.E. "Bummy" Williams, Sheriff

Taylor County Sheriff's Office

Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

Taylor County Courthouse • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

To: Gary Wells (Iron Horse Pudding Creek Mud Bog) and
Trey Howard

From: Sgt. Steve Bell *MS*

Date: 09/19/2012

The following Officers are assigned to the Iron Horse Mud Bog Security Detail:

1. Sgt Bell (Sgt in Charge of detail)
2. Sgt Lee
3. Sgt Gibson
4. Sgt Folsom
5. Deputy Whiddon
6. Deputy Kellerman
7. Deputy Thompson
8. Deputy Shaw
9. Deputy McKenzie
10. Deputy Brasby
11. CO Bell
12. CO Bash
13. CO Johnson
14. Deputy Courtney
15. CO Schmidt
16. CO Cook
17. CO Lovett

Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch

Letter of consent for county or state officer

This letter is to provide written consent that Iron Horse mud Ranch will allow entrance to any county or state officer to the Iron horse mud ranch to perform his or her Duties.

Iron horse mud Ranch

Shannon Wells





EMERGENCY MEDICAL SERVICES

Date: 10/01/2012

Re: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

This letter is to verify that Doctors' Memorial Hospital Emergency Medical Services will provide ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the dates of October 26th, 27th and 28th 2012. This coverage will include a dedicated unit for the duration of each event.

Please feel free to call me at (850)584-2227 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Tompkins", with a long horizontal flourish extending to the right.

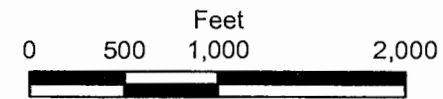
Marty Tompkins

EMS Director

Doctors Memorial Hospital



Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only



Legend

- COUNTY BOUNDARY
- CITY LIMIT
- PARCEL LINES
- PARCELS
- LOT LINES



NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

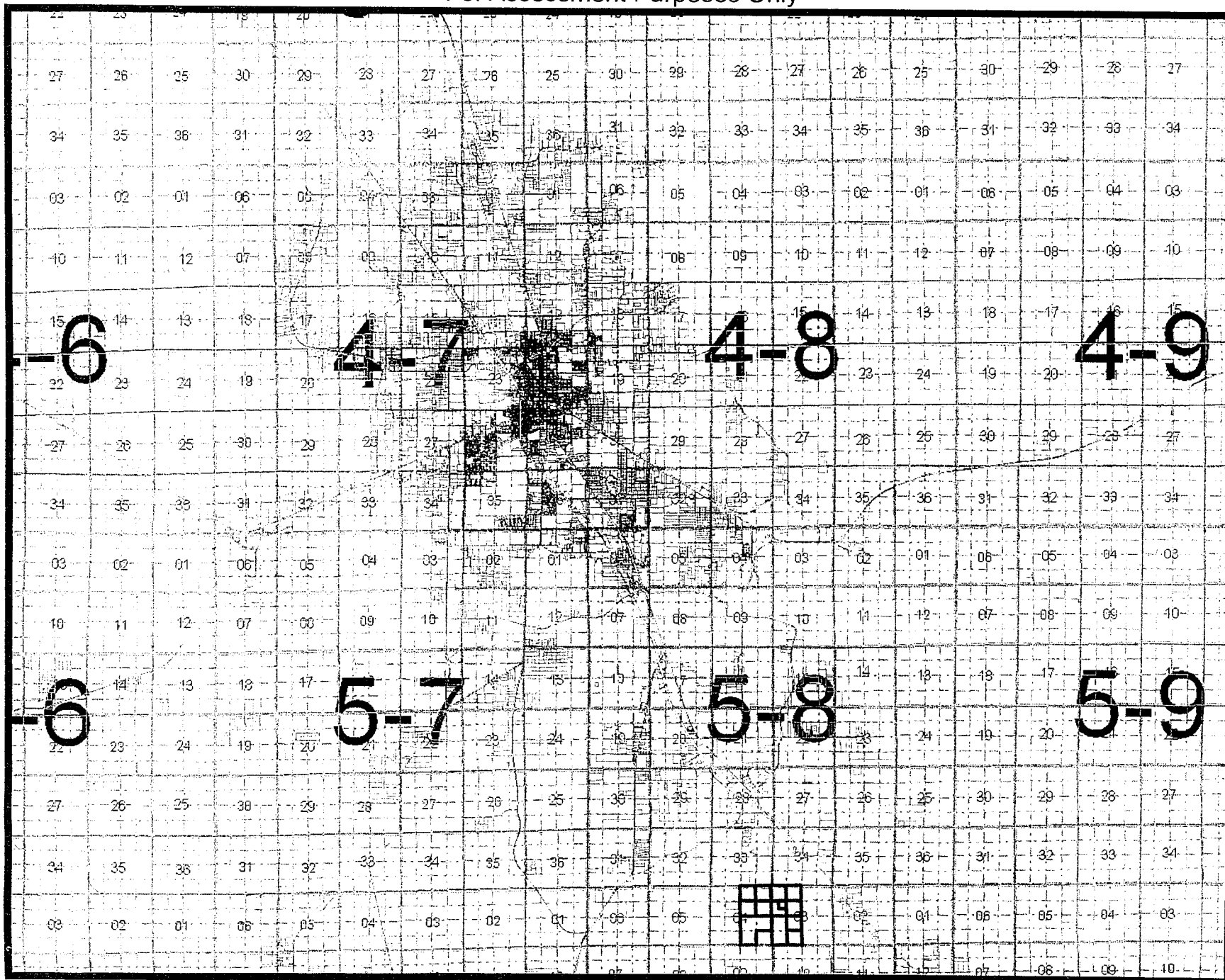


Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only

Feet
0 5,500 11,000 22,000

Legend

- COUNTY BOUNDARY
- CITY LIMIT
- PARCELS
- PLSS LINES
- TYPE**
- FORTY
- QUARTER
- SECTION
- TWRNG



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ADJOINING PROPERTY PROTECTION AGREEMENT

I, SHANNON WELLS, owner of the property described as follows:

Address:

8999 South Highway U.S. 19, Perry, Florida 32348.

Section: 3 Township: 65 Range: 8E Parcel#: 8744-356, 8744-200
8744-050, 8743-200

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 26-28th day of OCTOBER, 2012, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 6th day of OCTOBER, 2012.

Courtney Williams
WITNESS
[Signature]
WITNESS

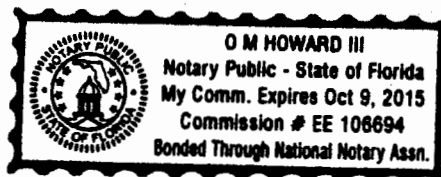
[Signature]
SHANNON WELLS

APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared SHANNON WELLS, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 6th day of OCTOBER, 2012.

[Signature]
NOTARY PUBLIC
My Commission Expires:



RELEASE AND HOLD HARMLESS AGREEMENT

I, Shannon Wells, owner of the property described as follows:

Address:

8999 South Highway U.S. 19, Perry, Florida 32348

Section: 3 Township: 65 Range: 8E Parcel#: 8744-356, 8744-200,
8744-050, 8743-200

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on October 25th – October 28th, 2012. This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 6th day of OCTOBER, 2012.

County Commissioners
[Signature]

[Signature]

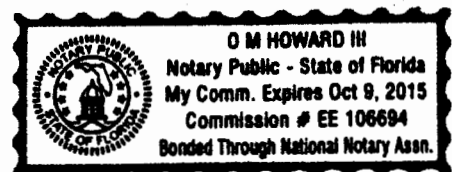
SHANNON WELLS

SHANNON WELLS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared SHANNON WELLS, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 6th
day of OCTOBER, 2012.

[Signature]
NOTARY PUBLIC
My Commission Expires:



WASTE PRO

SERVICE AGREEMENT

"The Waste Professionals"

8470 NW 168th Ln Ph. 352-463-6200
Fanning Springs, FL 32693 Fax 352-463-6162

CUSTOMER ACCOUNT NO. _____

REASON CODE NEW ROLL OFF ACCOUNT

EFFECTIVE DATE _____

ACCOUNT NAME WELLS MUD RANCH
SERVICE ADDRESS 1401 N 50th St
CITY, ZIP PERRY FL
COUNTY TAYLOR
TEL # 352-584-4980 FAX# 352-584-4980
CONTACT TRAY HOWARD

BILLING NAME _____
BILLING ADDRESS _____
CITY, ZIP _____
COUNTY _____
TEL # _____ FAX# _____
CONTACT _____

EQUIPMENT / SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route Number	Charge(s)
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
Map Code / Driver Notes:										\$ Total
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	Month <input type="checkbox"/>
									NET CHANGE	\$

SPECIAL INSTRUCTIONS once they open Waste Pro will provide service for mud bog

CUSTOMER DEPOSIT <u>485.00</u>	RENEWABLE <u>Yes</u>
PO NUMBER _____	TERM <u>Temp</u>
JOB NUMBER _____	
RECEIPT REQUIRED? _____	
TAXABLE _____	BILL TO ACCT# _____
SIC _____	DISPOSAL SITE _____

SCHEDULE OF CHARGES	
Service Charges per Month	\$ _____
Casters/Locks	\$ _____
Extra Pick up Charges	\$ _____
Per Lift	\$ <u>230.00</u>
Per Yard	\$ _____
Per Ton	\$ _____
Hauling per Load	\$ _____
Disposal per Load	\$ _____
Delivery Charge	\$ <u>650.00</u>
Franchise Fee	\$ _____
Fuel Surcharge	\$ <u>20.00</u>
Environmental Fee	\$ <u>15.00</u>

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

CONTRACTOR

(AUTHORIZED SIGNATURE)

(DATE)

(REPRESENTATIVE SIGNATURE)

* Note: \$110.00 maintenance fee will be charged on any roll-off not dumped within a 30 day period

CERTIFICATE OF LIABILITY		DATE (MM/DD/YYYY) August 23, 2012	
PRODUCER Jones Birdsong LLP 8935 S. Pecos Rd., Suite 22B Henderson, NV 89074		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Iron Horse Mud Ranch, LLC PO Box 203 Rush, FL 41168		INSURERS AFFORDING COVERAGE	
		INSURER A: First Mercury Insurance Company	
		INSURER B: Certain Underwriters at Lloyd's, London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		NAIC # 10657	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 Errors & Omissions <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SE-CGL-0000016119-01	07/01/12 12:01 a.m.	07/01/13 12:01 a.m.	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence)				\$ 100,000	
	MED EXP (Any One Person)				\$ NIL	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COM/HOP AGG				\$ 1,000,000	
	PARTICIPANT LEGAL LIABILITY				\$ 1,000,000	
	COMBINED SINGLE LIMIT (Ea accident)				\$	
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY:				EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
	AGGREGATE				\$	
					\$	
					\$	
					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE - EACH EMPLOYEE				\$	
	E.L. DISEASE - POLICY LIMIT				\$	
B	OTHER PARTICIPANT ACCIDENT	HGBA1203277 0	07/01/12 12:01 a.m.	07/01/13 12:01 a.m.	Accidental Death & Dismemberment \$10,000 Excess Medical \$10,000	


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Event: Pudding Creek @ Ironhorse Mud Ranch
 Location: Iron Horse Mud Ranch, 8999 US Hwy 19 South, Perry, FL 32348
 Date(s): October 25-28, 2012

Additional Insured(s): See Addendum

CERTIFICATE HOLDER

CANCELLATION

Iron Horse Mud Ranch, LLC PO Box 203 Rush, FL 41168	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ADDENDUM PAGE FOR CERTIFICATE
JONES BIRDSONG LLP, MOTORSPORTS

POLICY NO: SE-CGL-0000016119-01

DATE ISSUED: August 23, 2012

INSURED: Iron Horse Mud Ranch, LLC
PO Box 203
Rush, FL 41168

- A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING OR SPONSORING THE "COVERED PROGRAM", INCLUDING OFFICIALS OF THE "COVERED PROGRAM".
 - B. ANY "PARTICIPANT", "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.
 - C. TRUCKS GONE WILD, TGW PROMOTIONS, 1900 N ORANGE BLOSSOM TRAIL, SUITE BE, ORLANDO, FL 32804 (MUD TRUCK PROMOTER)
- IS (ARE) LISTED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATION OF THE NAMED INSURED.

F.W. Murray's Septic
P.O. Box 1328
Perry, Florida 32348

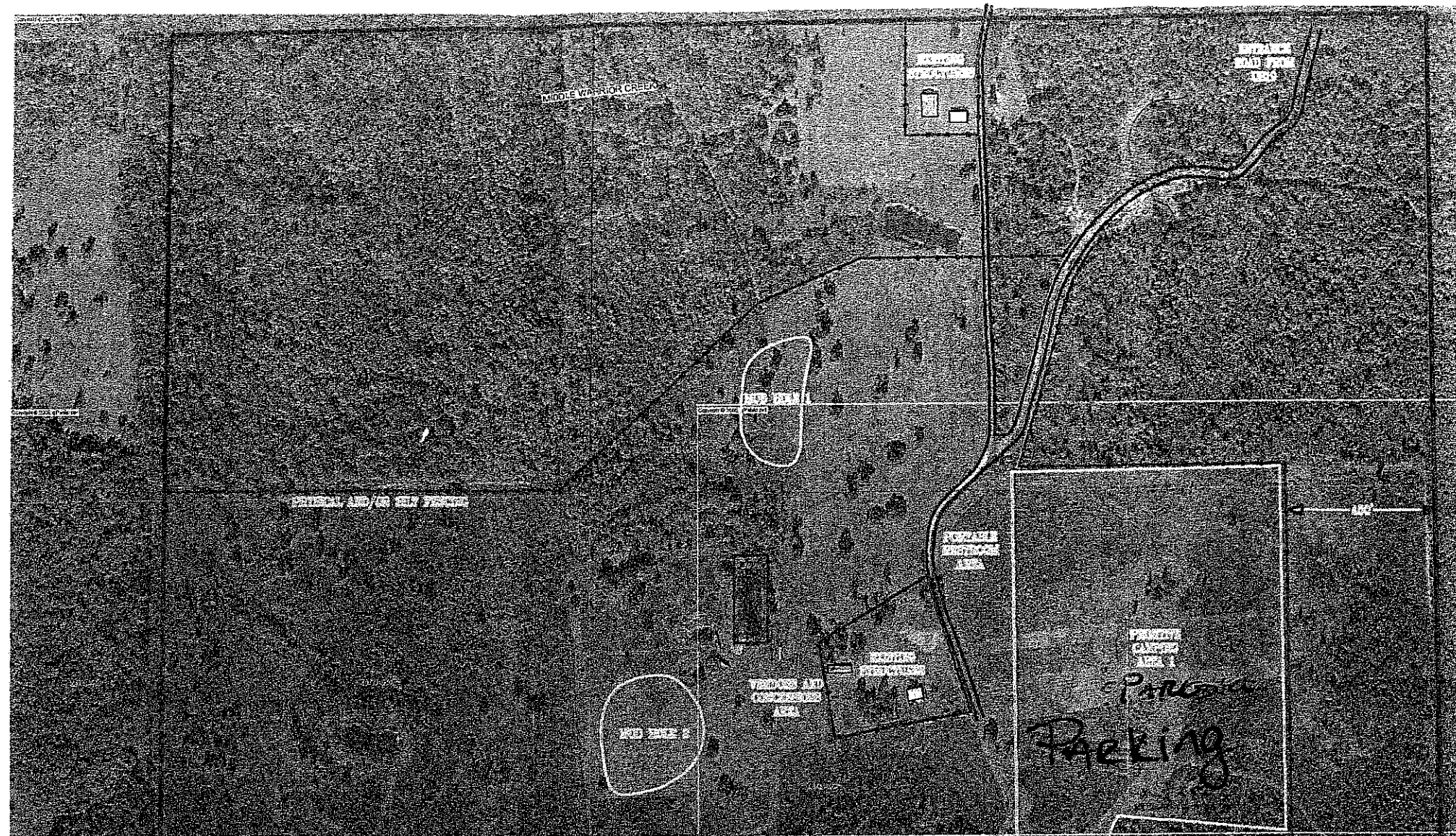
September 10, 2012

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates, October 26 through October 29, 2012.

If you have any questions feel free to contact me directly.

Sincerely,
F.W. Murray
Owner



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



A REPRESENTATIVE FROM DOCTORS' MEMORIAL HOSPITAL TO APPEAR BEFORE THE BOARD TO DISCUSS STEINHATCHEE EMS SERVICES, AS AGENDAED BY DOCTORS' MEMORIAL HOSPITAL.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO DISCUSS STEINHATCHEE EMS SERVICES

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: TASHA TOWLES, DMH

Contact: 584-0885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: DISCUSSION

Attachments: EMAIL REQUEST FOR PLACEMENT ON AGENDA

Dustin Hinkel

From: Tasha Towles <admin@doctorsmemorial.com>
Sent: Thursday, September 27, 2012 1:15 PM
To: Dustin Hinkel
Subject: Agenda Request.

Dustin-

Please put DMH on the Agenda for the 16th to discuss Steinhatchee EMS Services.

Thanks.

Tasha Towles

Executive Assistant

Doctors' Memorial Hospital

333 N Byron Butler Parkway

Perry, FL 32347

(850) 584-0885

(850) 223-2308 (Fax)

www.doctorsmemorial.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO APPROPRIATE \$10,000 BUDGETED FUNDS TO PERRY MAIN ST., INC., AS AGENDAED BY VIVIAN SHEFFIELD, PROGRAM MANAGER.

MEETING DATE REQUESTED:

OCTOBER 16, 2012

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF A REQUEST FOR FUNDS.

Recommended Action: APPROVE

Fiscal Impact: \$10,000

Budgeted Expense: YES

Submitted By: VIVIAN SHEFFIELD, PROGRAM MANAGER

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD BUDGETED \$10,000 IN THE FY 2013 BUDGET FOR ITS CONTRIBUTION. THE FUNDS WILL BE USED FOR THE IMPLEMENTATION OF THE MASTER PLAN FOR THE DOWNTOWN AREA.

Options: APPROVE/NOT APPROVE

Attachments: LETTER OF REQUEST

October 8, 2012

**Jack Brown
Taylor County Administrator
P. O. Box 620
Perry, Fl 32348**

Dear Mr. Brown:

I am requesting funds approved by the Taylor County Board of County Commioners for Perry Main St., Inc., in the amount of \$10,000.

These funds will be used by our program for the implementation of the master plan for the downtown area.

Respectfully,

A handwritten signature in cursive script, appearing to read "Vivian Sheffield".

**Vivian Sheffield, Program Manager
Perry Main Street Inc.
103 E. Ellis St.
Perry, Fl 32347**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



State of the Resource and Payment in Lieu of Taxes Presentation, Ann Shortelle, Ph.D., Executive Director, Suwannee River Water Management District

Meeting Date:

Tuesday, October 16, 2012

Statement of Issue: Information

Recommendation: No action necessary.

Fiscal Impact: \$ _____ **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: _____

Contact: Steve Minnis

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options:

1. _____
2. _____

Attachments:

1. Presentation
2. _____



Suwannee River Water Management District State of the Resource 2012

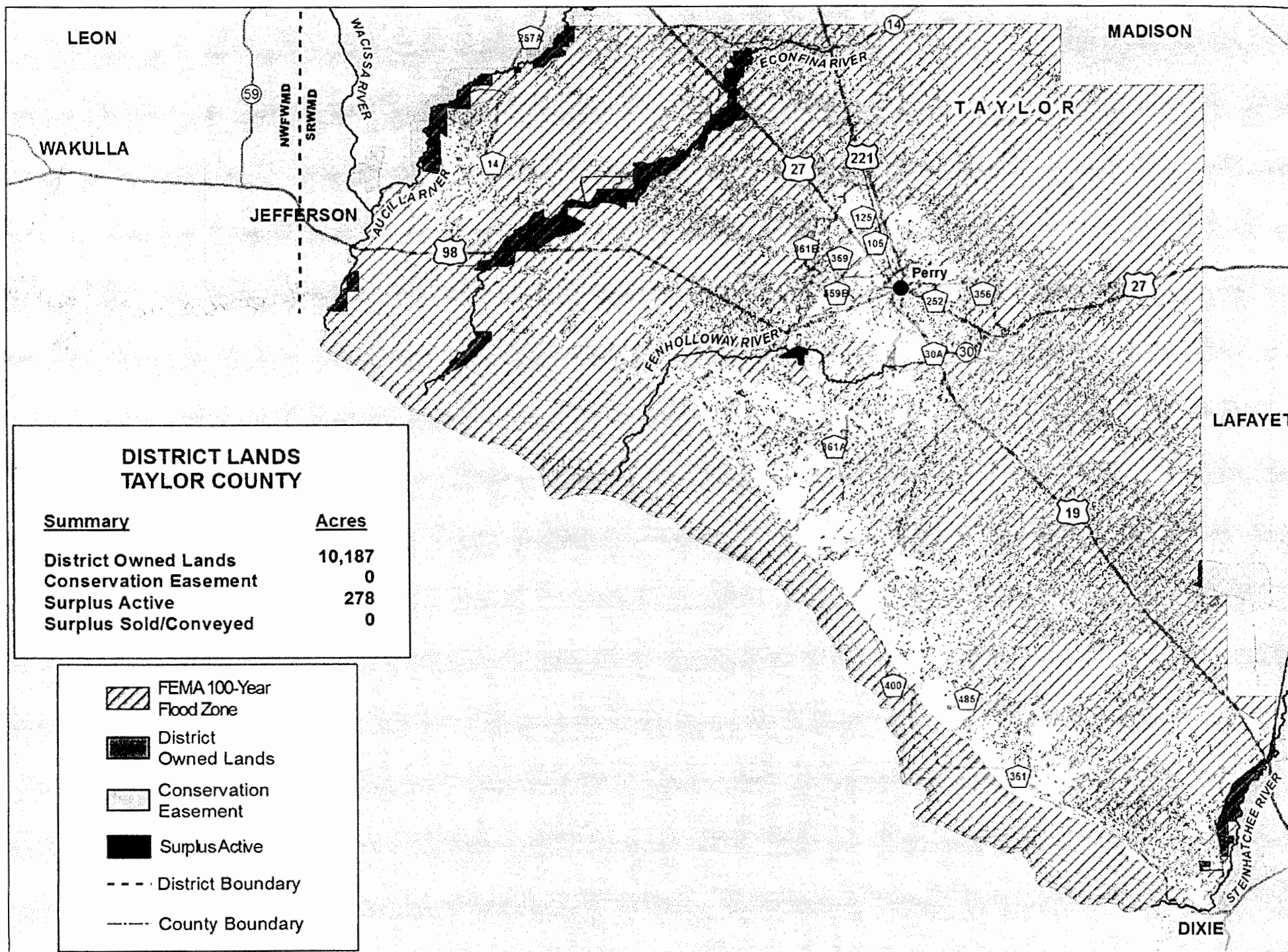
Ann B. Shortelle, Ph.D.
Executive Director



After the Drought, A Rainfall Event

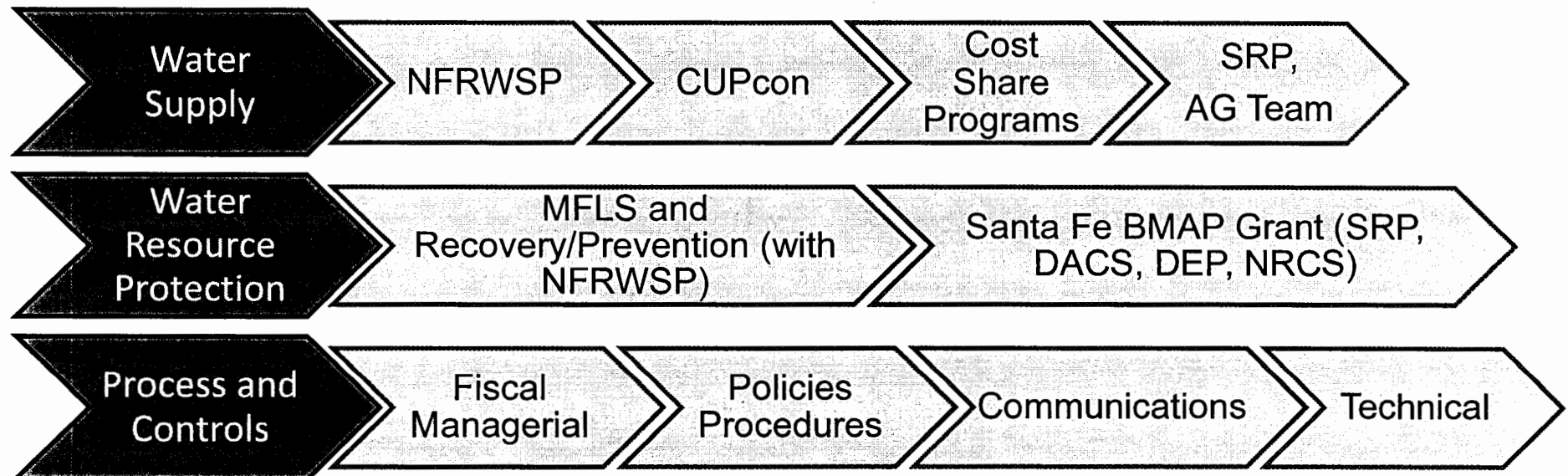
Tropical Storm Debby brought much needed rain to the area.....but too much, too fast.....



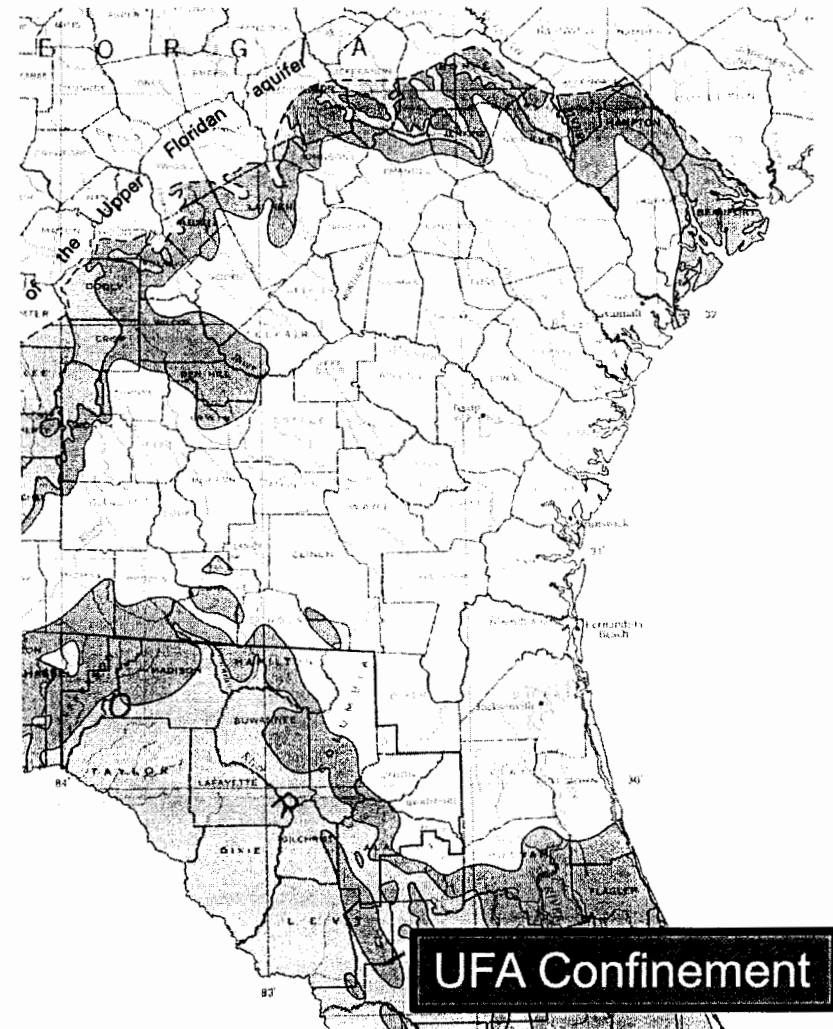
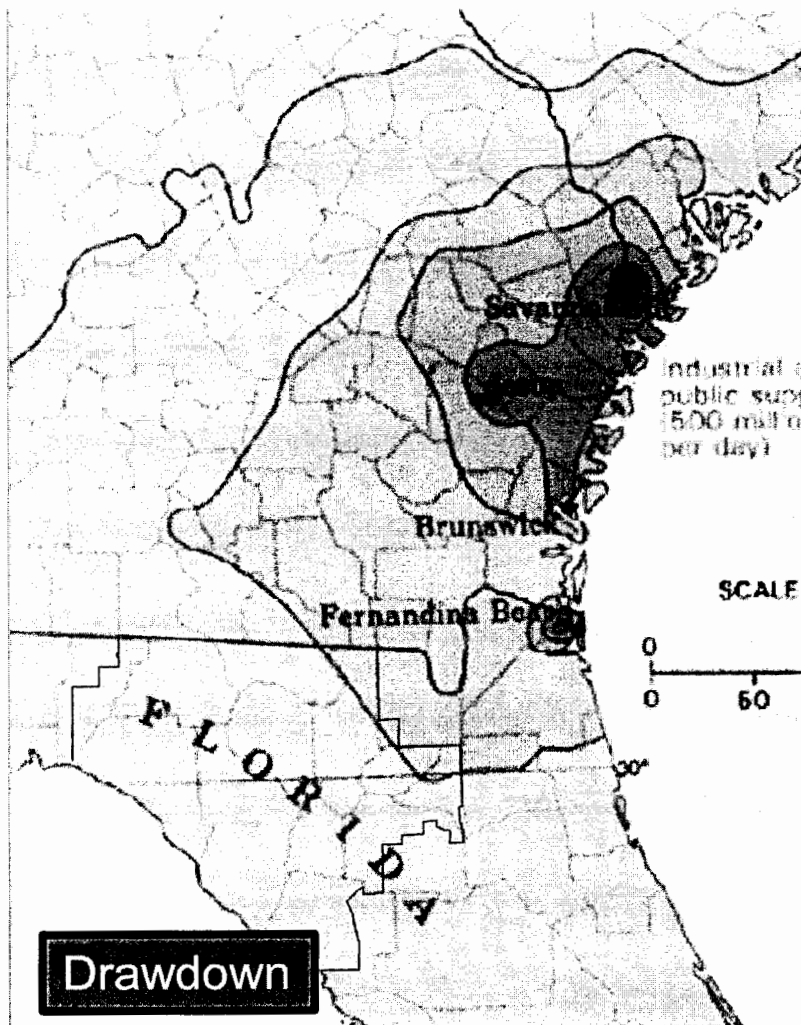




District Priorities in 2013

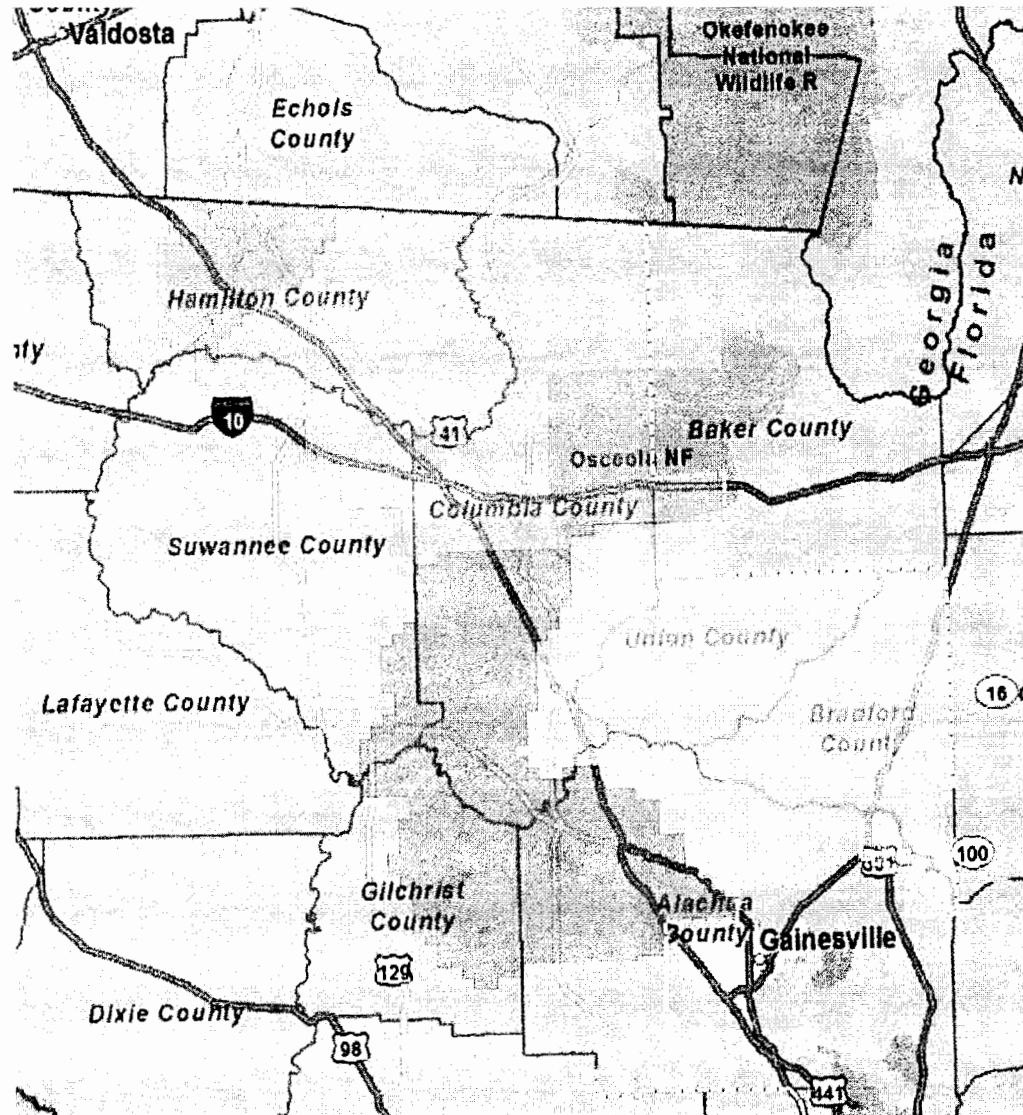


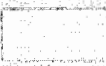

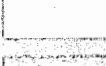

The Need for Partnership





Water Resource Caution Areas



-  Upper Suwannee River Region
-  Alapaha River Basin
-  Upper Santa Fe River Basin
-  Lower Santa Fe River Basin



North Florida Regional Water Supply Partnership





North Florida Regional Water Supply Partnership - Issues

- Influence of groundwater withdrawals in the St. Johns and Suwannee districts and southeast Georgia
- Impacts to the flows and levels in the Suwannee and Santa Fe rivers, and other lakes and springs
- Distinguishing between impacts from natural droughts versus those from groundwater withdrawals





North Florida Regional Water Supply Partnership

-

Sharing solutions

Mission:

Protection of natural resources and cost-effective, sustainable water supplies in the St. Johns River and Suwannee River water management districts through collaborative planning, scientific-tool development and other partnership efforts



SRWMD MFL Schedule - 2012

Springs

Established

2012

● 2013

● 2014

● 2015

2016

Rivers

Established

2012

~~~~~ 2013

~~~~~ 2014

~~~~~ 2015

2016

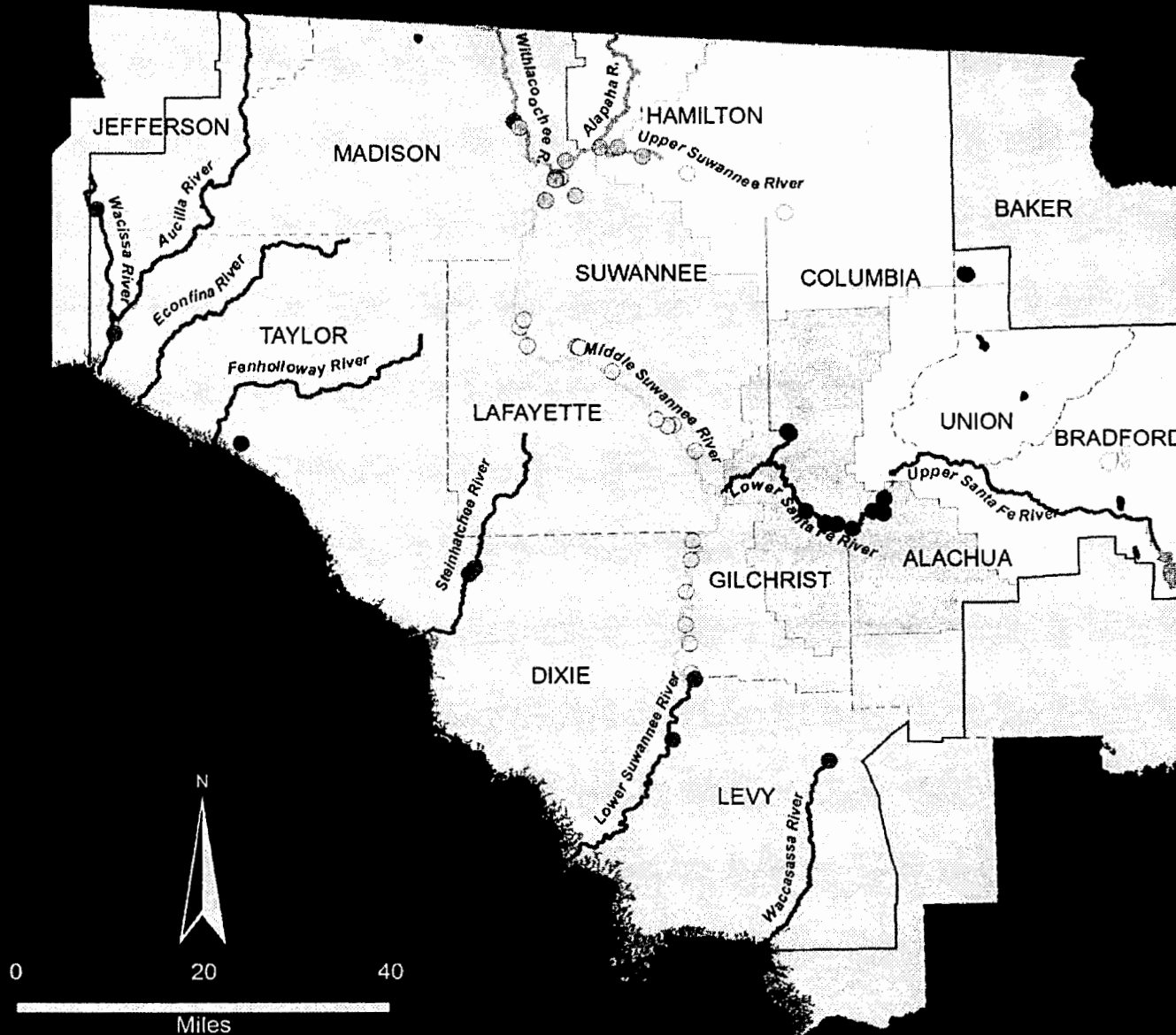
## Lakes

2012

● 2013

● 2015

2016





# Ready, Set - PROJECTS!

- Cost Share Programs:
  - Local Government - \$1.5M per year
    - Water conservation projects
    - Alternative water supply projects
  - Agricultural - \$1.5M per year
    - Retrofits for irrigation efficiency and water conservation
    - Nutrient management technology
- District-led Water Resource/Supply Development Projects

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO AWARD PROPOSAL FOR TAYLOR COUNTY CLOSED LANDFILL COMPLIANCE MONITORING SERVICES FROM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2016.

### MEETING DATE REQUESTED:

October 16, 2012

### Statement of Issue:

The Board solicited proposals for Taylor County Closed Landfill Compliance Monitoring Services. The Board appointed Kenneth Dudley, Brent Burford, and Gary Wambolt to review the responses as the Request for Proposals (RFP) Review Committee.

### Recommended Action:

The Board should approve the Request for Proposals for Taylor County Closed Landfill Compliance Monitoring Services from October 1, 2012 through September 30, 2016 to Jones Edmunds & Associates, Inc. as being in the best interest of Taylor County.

**Fiscal Impact:** FISCAL YR 2013/16 - \$67,778

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF requires continuous groundwater and gas monitoring at the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. The Board approved prior Professional Services Contract(s) and agreements with Jones, Edmunds & Associates (JEA) to provide services associated with Taylor County's Landfill monitoring responsibility since 1996. These services were acquired through multiple solicitations, Work Orders and renewals.

Jones Edmunds & Associates, Inc. was the sole firm responsible for closing and has monitored the landfill since its closure in 1996. The current contract with Jones Edmunds expired September 30, 2012 prompting the Board to solicit proposals for Compliance Monitoring Services. The Board received proposals from five firms on October 1, 2012. The respondents were as follows:

| <i>Required Items</i>                                            | <i>Company Name</i>                                         |                                  |                                                                     |                                                                |                                       |
|------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|
|                                                                  | <i>Bonn Environmental Services &amp; Technologies, Inc.</i> | <i>HDR Engineering, Inc.</i>     | <i>Jones Edmunds &amp; Associates, Inc.</i>                         | <i>Locklear &amp; Associates, Inc.</i>                         | <i>Water &amp; Air Research, Inc.</i> |
| <i>Proposal Form &amp; Questionnaire</i>                         | ✓                                                           | Incomplete                       | ✓                                                                   | ✓                                                              | ✓                                     |
| <i>Taylor Facility Experience</i>                                | None/Limited                                                | Personnel w/ previous experience | Closure Engineering Firm and responsible for all monitoring to date | Reviewed 20 years of permit information and monitoring results | None/Limited                          |
| <i>Rank</i>                                                      | 5                                                           | 2                                | 1                                                                   | 3                                                              | 5                                     |
| <i>Similar Project Involvement</i>                               | 5% of Projects                                              | 15-20%                           | 30%                                                                 | 42%                                                            | 1%                                    |
| <i>Rank</i>                                                      | 4                                                           | 3                                | 2                                                                   | 1                                                              | 5                                     |
| <i>Years in Business</i>                                         | 7 yrs                                                       | 96 yrs                           | 38 yrs                                                              | 8 mnths                                                        | 42 yrs                                |
| <i>Rank</i>                                                      | 3                                                           | 1                                | 1                                                                   | 5                                                              | 1                                     |
| <i>Staffing</i>                                                  | 1 Staff                                                     | 8,000 Staff                      | 140 Staff                                                           | 5 Staff                                                        | 10 Staff                              |
| <i>Rank</i>                                                      | 5                                                           | 1                                | 1                                                                   | 4                                                              | 3                                     |
| <i>Location of Office Serving Taylor County</i>                  | Ponte Vedra Beach, FL                                       | Jacksonville, FL                 | Gainesville, FL                                                     | Gainesville, FL                                                | Gainesville, FL                       |
| <i>Laboratory</i>                                                | Columbia Analytical Services                                | TestAmerica                      | ENCO                                                                | ENCO                                                           | Pace Analytical                       |
| <i>Insurance - Liability /Workers Compensation/Hold Harmless</i> | ✓                                                           | ✓                                | ✓                                                                   | ✓                                                              | ✓                                     |
| <i>Non-Collusion Affidavit</i>                                   | ✓                                                           | ✓                                | ✓                                                                   | ✓                                                              | ✓                                     |
| <i>Public Entity Crimes Affidavit</i>                            | ✓                                                           | ✓                                | ✓                                                                   | ✓                                                              | ✓                                     |
| <i>Proposal Amount</i>                                           | \$42,361.00                                                 | Incomplete                       | \$67,788.00                                                         | \$71,505.00                                                    | \$58,045.00                           |
| <i>Rank</i>                                                      | 1                                                           | N/A                              | 3                                                                   | 4                                                              | 2                                     |

|                      |    |     |   |    |    |
|----------------------|----|-----|---|----|----|
| <i>Overall Score</i> | 18 | N/A | 8 | 17 | 16 |
| <i>Overall Rank</i>  | 4  | N/A | 1 | 3  | 2  |

Each of the respondents presented detailed descriptions and adequately addressed the questionnaire to allow for careful consideration and selection of the firm that will best serve Taylor County's interest. As mentioned during the bid receipt, the one exception is that HDR Engineering, Inc. did not include the last portions of its cost proposal form to allow for proper comparison of costs. Nonetheless, Staff included the remaining HDR information solely for comparison purposes.

- As expected Jones Edmunds had the highest amount of familiarity with the Taylor County Landfill Facility. However, John Catches with HDR was the geologist in responsible charge of compliance monitoring for the landfill through 2009. Additionally, Locklear took the initiative to review the landfill's last 20 years of records as well as uploading the analytical data for the past five years into their database. The remaining two firms, Bonn Engineering and Water & Air make no mention of our facility outside the context of responding to the questionnaire and comparable facilities.
- Jones Edmunds and Locklear have the highest percentages of relevant experience in similar Landfill Compliance Monitoring Services relative to overall company project workload.
- Bonn Engineering and Locklear are the youngest of the five firms with less than 10 years in business while HDR, Jones Edmunds and Water & Air have been in business nearly four times longer or more.
- Bonn Engineering, Locklear and Water & Air are the smallest of the five firms with fewer staff resources where both HDR and Jones Edmunds are much larger firms with more than 100 employees each.
- Finally, Bonn Engineering offers the lowest price proposal followed by Water & Air, Jones Edmunds, and Locklear. As previously mentioned, HDR omitted the last portions of its proposal form leaving Staff unable to fairly compare HDR's response to the remaining firms.

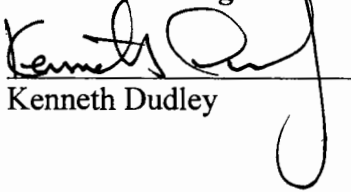
In an effort to objectively compare each of the proposals recognizing more than just the immediate cost being proposed, Staff ranked the above compared items from 1 to 5 based on relevance to each other with a lower score representing the better option. After considering the unranked items as equivalent for comparison purposes, Staff compared and ranked the remaining five items as shown in the table above. The rankings, when added together, suggests that the proposal offering the overall best option to Taylor County is from Jones Edmunds.

This recommendation is further supported by recognizing, as discussed in its proposal, JEA has historically and prospectively demonstrated cost saving objectives and results saving Taylor County over \$670,000 and possessing tremendous institutional knowledge with no learning time required concerning any of the specifics or permit requirements for our facility. Within the last month, Jones Edmunds specifically sought and obtained reduced monitoring requirements that resulted in cutting Taylor County's upcoming monitoring/reporting cost in half.

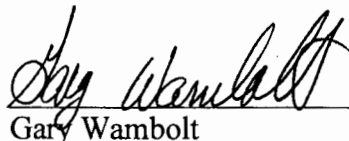
#### **Options:**

- 1) Award the Request for Proposals for Taylor County Closed Landfill Compliance Monitoring Services from October 1, 2012 through September 30, 2016 to Jones Edmunds & Associates, Inc. as being in the best interest of Taylor County.
- 2) Reject the proposed recommendation and select the respondent which the Board deems to offer the best overall service and deemed to be in the County's best interest.

#### **Attachments/Signatures:**

  
Kenneth Dudley

  
Brent Burford

  
Gary Wambolt

18

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

COMMISSIONERS TO RECEIVE AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FROM FDOT FOR THE WIDENING/RESURFACING OF PAUL POPPELL ROAD (CR 359) IN THE AMOUNT OF \$762,015.

**MEETING DATE REQUESTED:**

OCTOBER 16, 2012

**Statement of Issue:**

The Florida Department of Transportation (FDOT) approved funding for the widening and resurfacing of Paul Poppell Road (CR 359) from Woods Creek Road to Slaughter Road in an amount not to exceed \$328,640.00. This amount proved insufficient to complete the entire project as planned.

**Recommended Action:**

The Board of County Commissioners should accept and approve Supplemental Agreement No. 1 with the Florida Department of Transportation to provide additional funding such that the entire project may be completed as originally planned. Additionally, the Board should pass a Resolution authorizing execution of Supplemental Agreement No. 1 by the Chairperson.

**Fiscal Impact:**

FISCAL YR 2012/13 - \$328,640 (Original Paul Poppell Rd Funding)  
FISCAL YR 2012/13 - \$762,015 (Supplemental Funding)

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

On August 3, 2009, the Board of County Commissioners approved the Small County Outreach Program agreement with the Florida Department of Transportation to provide \$328,640.00 for the widening and resurfacing of Paul Poppell Road (CR 359) from Woods Creek Rd to Slaughter Rd, approximately 1.66 miles of roadway.

On July 17, 2012, the Board received bids for the roadway project that more than exceeded both the remaining available FDOT funding and the local District I Secondary Road Improvement fund. Therefore, Staff worked with the lowest apparent bidder (Old Castle Southern Group, Inc., d/b/a



APAC-Southeast, Inc.) to reach an agreement to complete as much of the project as possible within the constrained budget. While trying to consider all options for reducing the scope of work to match available funding, Staff continued to approach FDOT with multiple requests for additional funding. Ultimately, District 2 Staff was able to identify possible monies through a reorganization of current programmed projects. Much to Taylor County's benefit, Jordan Green, Katrina Sadler, and Kimberly Evans were successful in reorganizing and refunding funded projects such that an additional \$762,015.00 would be available for the Paul Poppell Road project, (the difference between the allocated funding and the bid amount associated with just resurfacing). These monies and the additional \$200,096.63 allocated by the Board at its September 18, 2012 meeting, provide sufficient funds to complete the job in its entirety as originally designed without modification. The Contractor and CEI firm are both ready to immediately move forward with this project upon execution of the proposed Supplemental Agreement.

Staff recommends that the Board of County Commissioners accept and approve Supplemental Agreement No. 1 with the Florida Department of Transportation to provide additional funding such that the entire roadway project may be completed as originally planned. Additionally, the Board should pass a Resolution authorizing execution of Supplemental Agreement No. 1 by the Chairperson.

**Options:**

- 1) Accept and approve Supplemental Agreement No. 1 and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

**Attachments:**

Supplemental Agreement No. 1  
Resolution



## **Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.  
SECRETARY**

September 28, 2012

The Honorable Patricia Patterson, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program  
REIMBURSEMENT AGREEMENT – Supplemental # 1  
Resurfacing of CR 359 / Paul Poppel Road  
from CR 361A / Wood Creek Road to CR 359A / Slaughter Road  
Financial Project ID: 424346-1-58-01**

Dear Chair Patterson:

Enclosed are three (3) copies of the **Small County Road Assistance Program - Supplemental Agreement # 1** for the subject project. This Agreement details the work that Taylor County will undertake. Additional funds in the amount of \$762,015.00 will be added to construction. In addition, e-verify, project retention language and Exhibit F – Standard Financial Provision will be included in the project.

**Please do not date the Agreement, as other approvals must be secured prior to establishing the execution date.** In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler  
District Programs Administrator

KS:ke  
Enclosures

cc: Mr. Kenneth Dudley, P.E., Taylor County Engineer  
Mr. Jack Brown, Taylor County Administrator

|                                                                                                                                     |                                                                                                                                     |                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| The Honorable Patricia Patterson, Chair<br>Taylor County BOCC<br>201 E. Green Street<br>Post Office Box 620<br>Perry, Florida 32348 | STATE OF FLORIDA DEPARTMENT OF<br>TRANSPORTATION<br>SMALL COUNTY ROAD ASSISTANCE PROGRAM<br>(SCRAP)<br>SUPPLEMENTAL<br>AGREEMENT# 1 | Financial Project ID: 424346-1-58-01<br><br>Contract Number: APN80 |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

### PROJECT DESCRIPTION

Per Florida Statutes 339.2816, the Florida Department of Transportation (Department) desires to supplement the Small County Road Assistance Program Agreement (SCRAP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: CR 359 / Paul Poppel Road Length N/A

Termini: from CR 361A / Wood Creek Road to CR 359A / Slaughter Road

Description of Work: resurfacing

Reason for Supplement: add construction funds in the amount of \$762,015.00 for Fiscal Year 2013

The following language will need to be included in the previously executed contract:

1) **E- VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

2) **PROJECT RETENTION**

Project records retention shall be retained and available for a least five "5" years from the date the audit report is issued.

3) **Exhibit F - Standard Financial Provisions (attached)**

| TYPE OF WORK<br>By Fiscal Year                                                                                                                                   | (3)<br>TOTAL<br>PROJECT ESTIMATE<br>FUNDS (100%)         | (2)<br>AGENCY<br>FUNDS<br>(0%) | (1)<br>STATE &<br>FEDERAL FUNDS<br>(100%)                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------|----------------------------------------------------------|
| <b>Design</b><br><u>2007-2008</u><br><u>2008-2009</u><br><u>2009-2010</u><br>Total Design Cost                                                                   | <br><br><br><br>                                         | <br><br><br><br>               | <br><br><br><br>                                         |
| <b>Right of Way</b><br><br><u>2008-2009</u><br><u>2009-2010</u><br><u>2010-2011</u><br>Total Right of Way Cost                                                   | <br><br><br><br>                                         | <br><br><br><br>               | <br><br><br><br>                                         |
| <b>Construction</b><br><u>2009-2010</u><br><u>2010-2011</u><br><u>2011-2012</u><br><u>2012-2013</u><br>Total Contract Costs                                      | \$ 328,640.00<br><br>\$ 762,015.00<br><br>\$1,090,655.00 | <br><br><br><br>               | \$ 328,640.00<br><br>\$ 762,015.00<br><br>\$1,090,655.00 |
| <b>Construction Engineering and Inspection</b><br><u>2012-2013</u><br><u>2013-2014</u><br><u>2014-2015</u><br><u>2015-2016</u><br>Total Construction Engineering | <br><br><br><br>                                         | <br><br><br><br>               | <br><br><br><br>                                         |
| <b>Total Cost of Project</b>                                                                                                                                     | \$1,090,655.00                                           |                                | \$1,090,655.00                                           |

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

The Honorable Patricia Patterson, Chair  
Taylor County BOCC  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION  
SMALL COUNTY ROAD ASSISTANCE  
PROGRAM (SCRAP)  
SUPPLEMENTAL  
AGREEMENT# 1

Financial Project ID: 424346-1-58-01

Contract Number: APN80

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: District Two Secretary

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

As to form:

As to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

**Exhibit F**  
**Standard Financial Provisions**

1. The Department agrees to pay the Taylor County BOCC for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of the Resurfacing of CR 359 / Paul Poppel Road from SR 361B / Wood Creek Road to CR 359A / Slaughter Road in Taylor County, Florida.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under *Section 334.044(29), F.S.*, or by the Department of Financial Services under *Section 215.422(14), F.S.*
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of resurfacing of said project.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's *Travel Form No. 300-000-01* and will be paid in accordance with *Section 112.061, F.S.*
7. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation – Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation – District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of *Section 339.135(6)(a), F.S.*, are hereby incorporated:
 

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

**RESOLUTION NO.** \_\_\_\_\_

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Road Assistance Program Supplemental Agreement No. 1 to widen and resurface Paul Poppell Road (CR 359) from Woods Creek Road to Slaughter Road, and

**WHEREAS,** Supplemental Agreement No. 1 will provide an additional \$762,015.00 of funding through the Florida Department of Transportation's Small County Road Assistance Program, and

**WHEREAS,** Supplemental Agreement No. 1 will have no effect on the terms of the original agreement other than to increase such funding, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into Supplemental Agreement No. 1.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAT PATTERSON, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

19

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to select a firm to provide Airport General Consulting Services after hearing presentations from AVCON, Inc. and Passero Associates as per the Request for Qualifications.

**MEETING DATE REQUESTED:**

October 16, 2012

**Statement of Issue:** Board to select a firm to provide Airport General Consulting Services after hearing presentations from AVCON, Inc. and Passero Associates.

**Recommended Action:** Board to select a firm to provide Airport General Consulting Services for Perry Foley Airport.

**Fiscal Impact:** To be eligible for FAA and FDOT Aviation funding assistance, the Board is required to have an Airport General Consulting Services firm under contract. The consultant is paid through FAA and/or FDOT grant funds.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** AVCON, Inc. currently provides all consulting services to Perry Foley Airport and their contract expires in October 2012. The Board is required to have a firm under contract to be eligible for FAA and FDOT Aviation grant funds. The Consulting firm is to provide all required administrative, design, engineering, construction management, and planning services as per the Request for Qualifications (RFQ). County staff and the Airport Advisory Committee Chairman, Morris Steen have reviewed the RFQ's and found both firms to have all documents in order as requested.

**Attachments: Request for Qualifications from AVCON, Inc. and Passero Associates, copy of the Request for Qualifications documents, Airport Advisory Chairman Review, and ranking sheet template.**



**Request for Qualifications for  
Airport General Consulting Services at  
Perry Foley Airport  
\*\*AMENDED AUGUST 29, 2012\*\***

## **1.0 INTRODUCTION**

Perry Foley Airport (40J) is a general aviation airport supporting the aviation needs of Taylor County and the surrounding area. The airport is owned and operated by the Taylor County Board of County Commissioners and is recognized as a valuable economic generator for the region. The County is committed to further development of the airport to meet the current and future demand for aviation activity.

The Taylor County Board of County Commissioners is requesting Statements of Qualifications from qualified firms interested in providing professional **Airport General Consultant Services** for the Perry Foley Airport. The selected firm will function on an as-needed basis and projects may include planning and/or design as summarized in Section 2.0 below.

## **2.0 SCOPE OF SERVICES**

The Taylor County Board of County Commissioners is seeking "Statements of Qualifications" from professional firms interested in providing **Airport General Consulting Services** for the Perry Foley Airport for up to a five- (5) year period. The length of the services shall remain subject to the Consultant's responsiveness and quality of work provided to the County.

Services may include civil, structural, mechanical, electrical and environmental engineering services and architectural services incidental thereto. Services may also include project inspection, construction management and planning services associated with the planning, design and operation of airport and related facilities. These services shall be performed in accordance with acceptable engineering practices, and are to be carried out in accordance with Federal Aviation Administration requirements, Florida Department of Transportation guidelines, Florida Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

The following list is a sample of the type projects which may be reasonably anticipated over the next five years. This list is not inclusive and is subject to change as priorities and funding change.

- Airfield pavement improvements and rehabilitation
- Airfield lighting and navigational aid improvements
- Aircraft hangars
- Utility systems
- Airport master plans and airspace studies
- Stormwater management facility design and permitting
- Landside infrastructure
- Building improvements
- Airport security fences
- Fuel storage facilities

- Airport industrial parks
- Other services required for the proper maintenance, planning, and development at Perry Foley Airport.

The intent of this selection process is to retain an engineering firm to provide services related to the implementation of projects that may arise for the ongoing development of Perry Foley Airport. The firm will be expected to make available certain planning and design services on an as-needed basis through individual "task-order" authorizations. For the purposes of this Request for Qualifications and any resulting contract, a "task order" shall be defined as the formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to the Contract. The scope of work will constitute the basis for negotiation of each task order. The Consultant will provide a proposal to the County to perform the services requested. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services.

This award does not guarantee any amount or type of task orders will be assigned to a firm. Should any authorized project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

It is anticipated that the projects will be funded by one or more of the following sources:

- Taylor County
- Federal grants from the Federal Aviation Administration (FAA) under its Airport Improvement Program, or
- State grants from the Florida Department of Transportation (FDOT).

Other non-aviation Federal and/or State grants may be used from time to time. The firm selected will provide input and guidance to the County to ensure the County's compliance with applicable standards, circulars and regulations of the FAA, State of Florida, and Taylor County.

### **3.0 SUBMITTAL REQUIREMENTS**

**Ten (10) copies** of the of the Statement of Qualifications must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347**. Submittals must be received no later than **4:00 p.m. EDT (local time) on Monday September 17, 2012**. Submittals shall be sealed and clearly marked on the outside "Airport General Consulting Services at Perry Foley Airport." **The RFQ's will be opened at the regularly scheduled Board of County Commissioners meeting Monday September 17, 2012 at 6:10 p.m.**

Questions regarding this RFQ should be addressed in writing at least ten days prior to the specified submittal date to:

Ms. Melody Cox  
County Grants Administrator  
Taylor County  
201 E. Green Street, Perry, FL 32347  
(850) 838-3553 or at [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

No response will be considered unless received on or before the date and time listed above. The delivery of the response to the County prior to the deadline is solely and strictly the responsibility of the responder.

Deliver responses by US mail, overnight delivery or express services to:

Taylor County Clerk of Courts  
108 N. Jefferson Street (P.O. Box 620)  
Perry, Florida 32347

Submittals must be received no later than 4:00 p.m. local time on **Monday, September 17, 2012**. Statements received after the closing time will be returned unopened.

It is the responsibility of each responder to examine this RFQ carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposes only. Responses submitted early by responders may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.

The County reserves the right to request any supplementary information it deems necessary in order to effectively evaluate the responder's experience, qualifications, or clarify or substantiate any information contained in the responder response.

Your proposal shall be limited to not more than thirty-five (35) single-sided pages, excluding the table of contents and any section dividers. The proposal shall address the following:

- **(1) Transmittal Letter:** introduction to firm and team and other information that should be considered.
- **(2) Company Overview:** Proposer shall include a description of the business history and number of years in operation, number of employees, when firm was established, principals of firm and any other related information. The proposer shall include any experience in airport consulting services, specifically in the state of Florida. Provide a statement that the firm is properly licensed to practice in the State of Florida.
- **(3) Project Manager and Staff:** Provide a narrative describing the role and qualifications of the Project Manager/Engineer and primary point-of-contact to be assigned to the County under this role. In addition, provide the role and qualifications for each key individual staff member for this assignment. The Proposer shall provide three (3) airport references (contact and telephone number required) for the Project Manager and an airport reference for each key staff listed.
- **(4) Project Team:** In addition, list all supporting team members and their office locations. Provide an organization chart showing the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and provide a summary of their respective qualifications.

- **(5) Representative Projects:** Identify and describe relevant projects that the firm has completed and the year in which they were completed. Include airport references for each of the projects (contact and telephone number required). Relevant project experience shall be assignments undertaken as part of an airport general consulting role within the last five (5) years.
- **(6) Environmental/Permitting Experience:** Describe the firm's experience with airport environmental resource permits, environmental studies, permitting and mitigation. Include a list of the specific regulatory agencies with whom the firm has worked.
- **(7) FAA/FDOT Experience:** Summarize your firm's experience with staff from the FAA Airports District Office in Orlando and the FDOT District II office in Lake City. Summarize your experience with FAA Grants and FDOT Joint Participation Agreements. Identify airport grant recipients, airport contacts and telephone numbers. Include names of the individuals at the District Office that are most familiar with the referenced grants. Provide information on any other grant experience within the last five years.
- **(8) DBE Plan:** Provide proposed method to achieve Disadvantaged Business Enterprise (DBE) participation goal of 4.78 percent. Provide anticipated small- or minority-business enterprise participation and provide certifications as applicable.
- **(9) Proof of Insurance:** Provide evidence of professional liability insurance for the primary firm.
- **(10) Summary:** Provide a summary of your organization and identify unique strengths, special equipment, specialized knowledge, or other factors that you feel may be important to the selection process.

There shall be no dollar units or total costs included in the statement of qualifications.

Responding to this RFQ will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this RFQ.

The County may waive any irregularities in the RFQ or the submitted responses and may cancel, re-advertise, postpone or modify the RFQ schedule at any time.

#### **4.0 SELECTION PROCEDURE**

A Consultant Selection Committee will be established to review and evaluate all qualification statements submitted.

The evaluation of the responses to the RFQ will be made on the basis of comparative fulfillment of the above criteria where 0 is non-responsive and 10 is the highest possible score for each factor. Total scoring is a mathematical summation of the criteria scores from each evaluator.

A firm may be selected from the qualifications statements or, if deemed necessary, the County may short-list up to four firms for formal presentations and further consideration. Firms may be giving formal presentation to the Airport Advisory committee and/or the Taylor County Board of

Commissioners. Firms not short-listed will be notified. The format and date of the presentation will be established at the time of short-listing, if undertaken.

If desired by the County, the short-listed firms will make personal presentations to the Taylor County Board of County Commissioners and staff, or Airport Advisory Committee members. Presentations by each firm will be limited to the proposed Project Manager and Principal in Charge. You may take up to 20 minutes for your presentation which should focus on your understanding of our program and your qualifications to address the anticipated improvements.

Qualification statements will be evaluated and scored by the following points:

| Section                                | Points Possible |
|----------------------------------------|-----------------|
| 1. Transmittal letter                  | 5               |
| 2. Company Overview                    | 10              |
| 3. Project Manager and Staff           | 20              |
| 4. Project Team                        | 15              |
| 5. Representative Projects             | 20              |
| 6. Environmental/Permitting Experience | 5               |
| 7. FAA/FDOT Grant Experience           | 10              |
| 8. DBE Plan                            | 5               |
| 9. Proof of Insurance                  | 5               |
| 10. Summary                            | 5               |
| <b>Total Points</b>                    | <b>100</b>      |

Following final ranking of the firms by the County, contract negotiations will be conducted by staff with the highest ranked firm. If satisfactory negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are completed. All contracts will be approved by the Taylor County Board of Commissioners.

## 5.0 ADDITIONAL CONSIDERATIONS

The County recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. Taylor County encourages Disadvantaged, Minority and Women-Owned Business Enterprises to participate.

The County reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in the best interest of the County. There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Statements of Qualifications in response to this request.

Taylor County reserves the right to waive any informalities or irregularities and to accept or reject any and all submittals with or without cause. The County intends to accept the proposal that, in its sole judgment, represents the best interests of the County. The County reserves the right to solicit additional engineering services for any projects should the County deem it to be in their best interest.

Respondents will agree that agreements shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.

Any material submitted in response to this RFQ will become a public document pursuant to Florida Statue §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statue § 119.07.

**No Contingency Fees:** By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

**Public Entity Crimes:** By submitting a qualification each respondent is confirming that the firm has not been placed on the convicted vendors list as described in the Florida Statue § 287.133(2)(a).

Federal and state funds will be used for portions of the projects during the term of the contract. Taylor County has submitted a Disadvantaged Business Enterprise program in accordance with 49 CFR Part 26. A DBE goal will be established by the Airport on an annual basis in accordance with the methodology set forth in the program. The consultant will be advised of the annual required to make good faith efforts to subcontract the set percentage of the dollar value of the work to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

**END OF RFQ**

**RFQ AMENDED AUGUST 29, 2012**

## **Melody Cox**

---

**From:** Morris Steen <msteen@fairpoint.net>  
**Sent:** Monday, October 01, 2012 4:04 PM  
**To:** Melody Cox; Jack Brown  
**Subject:** Statement of Qualification for Airport General Consulting Services for the Perry-Foley Airport  
**Attachments:** Untitled.doc

Melody,

I have attached the memo reflecting the grading process for selecting a firm to provide Airport General Consulting Services for the Perry-Foley Airport for the next five years. As I indicated in the memo, I recommend that the County select AVCON, INC. to perform this service. Thanks.

Morris

October 1, 2012

To: Ms. Melody Cox, Taylor County Grants Administrator

From: Morris G. Steen, Jr., Chairman, Perry-Foley Airport Advisory Committee

Subject: Request for Qualifications for Airport General Consulting Services

In accordance with your request, I have reviewed the Statement of Qualifications from Passero Associates and AVCON, INC. in their bid to provide Airport General Consulting Services for the Perry-Foley Airport.

The Qualification Statements have been reviewed and scored in accordance with the Request for Qualifications document as follows:

| Section                                | Passero   | AVCON     |
|----------------------------------------|-----------|-----------|
| 1. Transmittal Letter                  | 4         | 5         |
| 2. Company Overview                    | 9         | 10        |
| 3. Project Manager and Staff           | 20        | 20        |
| 4. Project Team                        | 15        | 15        |
| 5. Representative Projects             | 20        | 20        |
| 6. Environmental/Permitting Experience | 5         | 5         |
| 7. FAA/FDOT Grant Experience           | 10        | 9         |
| 8. DBE Plan                            | 5         | 5         |
| 9. Proof of Insurance                  | 5         | 4         |
| 10. Summary                            | 4         | 5         |
| <b>TOTAL POINTS</b>                    | <b>97</b> | <b>98</b> |

In summary, both of these firms appear to be highly qualified to serve the Perry-Foley Airport for Airport General Consulting Services. Both of their individual written proposals are excellent and highlight the strengths of the respective firms. Given the process for selection and what we know about these two firms, I recommend that AVCON, INC. be selected to provide the Airport General Consulting Services for the next five years.

Respectfully,

Morris G. Steen, Jr.



**Request for Qualifications**  
**Perry-Foley Airport General Consulting**  
**Services**  
**Evaluation Scoring Sheet**  
10/16/2012

| Company            | Transmittal Letter<br>5 Possible Points | Company Overview<br>25 Possible Points | Project Manager<br>and Staff<br>20 Possible Points | Project Team<br>15 Possible Points | Representative<br>Projects<br>20 Possible Points | Environmental/Per<br>mitting Experience<br>5 Possible Points | FAA/FDOT Grant<br>Experience<br>10 Possible Points | DBE Plan<br>5 Possible Points | Proof of Insurance<br>5 Possible Points | Summary<br>5 Possible Points | Total |
|--------------------|-----------------------------------------|----------------------------------------|----------------------------------------------------|------------------------------------|--------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------|-------------------------------|-----------------------------------------|------------------------------|-------|
| AVCON, INC.        |                                         |                                        |                                                    |                                    |                                                  |                                                              |                                                    |                               |                                         |                              |       |
| Passero Associates |                                         |                                        |                                                    |                                    |                                                  |                                                              |                                                    |                               |                                         |                              |       |

**Total Possible Points: 100**

As per Section 5.0 Additional Considerations of the RFQ, the County reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in the best interest of the County,

Ranking Sheet Preposal By: \_\_\_\_\_  
Signature of Commissioner



**AVCON, INC. Statement of Qualifications  
Airport General Consulting Services at  
Perry Foley Airport**

**TABLE OF CONTENTS**

|                                                        |      |
|--------------------------------------------------------|------|
| → Section 1: Transmittal Letter .....                  | 1-1  |
| → Section 2: Company Overview .....                    | 2-1  |
| → Section 3: Project Manager and Staff .....           | 3-1  |
| → Section 4: Project Team .....                        | 4-1  |
| → Section 5: Representative Projects .....             | 5-1  |
| → Section 6: Environmental/Permitting Experience ..... | 6-1  |
| → Section 7: FAA/FDOT Experience .....                 | 7-1  |
| → Section 8: DBE Plan .....                            | 8-1  |
| → Section 9: Proof of Insurance .....                  | 9-1  |
| → Section 10: Summary .....                            | 10-1 |



**AVCON, INC.**  
**ENGINEERS & PLANNERS**

320 Bayshore Drive, Suite A  
Niceville, Florida 32578  
Phone: (850) 678-0050  
Fax: (850) 678-0040  
[www.avconinc.com](http://www.avconinc.com)

September 17, 2012

**Taylor County Clerk of Courts**  
108 N. Jefferson Street (PO Box 620)  
Perry, Florida 32347

**Reference: AVCON, INC. Statement of Qualifications**  
**Airport General Consulting Services at Perry Foley Airport**

Dear Madams/Sirs:

It is with great pleasure that AVCON, INC. (AVCON) herewith submits for the Taylor County Board of County Commissioners review and consideration ten (10) copies of our Statement of Qualifications for the Airport General Consulting Services at Perry Foley Airport. As your General Consultant for Perry Foley Airport over the past five years, we are very proud of our successful record serving Taylor County and look forward to the privilege of continuing our service.

AVCON is a trusted professional engineering and planning firm with a full-service staff specializing in airport and transportation projects in Florida. Our success in managing this general consulting role at Perry Foley Airport—as well as similar roles at several Florida airports—is predicated on responsive, reliable, and high-quality service.

In addition to our thorough knowledge of FAA and FDOT policies and standards, AVCON has specific experience in transforming airports into economic contributors to the region. In our five years of service to Taylor County, we have facilitated several positive achievements which will be favorable to the economic position of the airport and the County for years to come. These achievements most notably include:

- Justification of Runway 18-36 as primary runway eligible for federal funds;
- New revenue streams from eight new T-hangar units;
- Comprehensive stormwater improvements to expedite cost-effective hangar development in future;
- Extension of Runway 18-36 to greater than 5,000 ft as desired for larger corporate aircraft;
- Coordination of aviation requirements and processes with the new Taylor County Development Authority director;
- Elimination of the County funding participation in FAA-funded and state-funded projects.

This success has resulted in an effective team effort among the County staff, Airport staff, FDOT, FAA, and AVCON. We are dedicated to maintaining this success throughout this assignment.

Mr. Virgil C. "Lee" Lewis, P.E. will again serve as your Project Manager and will be authorized to make representations on behalf of AVCON. A principal with AVCON, Mr. Lewis has more than 21 years of experience in airport planning and engineering projects, with more than 17 years of experience in managing general consulting contracts of this nature. Mr. Lewis will address each of your needs in a safe, efficient, and most cost-effective manner while minimizing adverse impacts to airport users and to the County.



In addition to our wide range of professional resources, Mr. Lewis will be supported on a day-to-day basis by Mr. John Collins, E.I. who will continue his dedicated efforts to ensure that the future planning and development of the Perry Foley Airport best serves the County. He will also ensure that each priority of the airport is addressed appropriately and in a timely manner. Our professional staff offers a range of aviation and civil engineering resources to the County, including experts in airport planning, grant procurement, airside improvements, site development, NAVAIDS, utility systems, structural engineering, and related areas.

For this contract, AVCON will be supported by subconsulting resources with proven success in serving Taylor County. **Causseaux, Hewett, & Walpole, Inc.** has recently served Taylor County in their successful survey work associated with identifying potential obstructions to the approach to each runway end at Perry Foley Airport. They will serve our team with the required survey and mapping tasks. **Cal-Tech Testing, Inc.** will also support our team by providing high-quality dependable geotechnical investigation and material acceptance testing. As a DBE/MBE firm certified with the state, Cal-Tech Testing will enable our team to commit to providing the County with meaningful DBE participation as required in your federal and state grant assurances. If and when necessary, AVCON will contract with other reliable subconsulting resources from the local community based on the specific project needs. As always, AVCON will be solely accountable to the County for the completion of all services by our entire team within budget, on schedule, and with the highest quality.

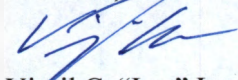
In our most recent five-year term, AVCON has not only provided Taylor County with the highest level of professional planning, design, bidding, and construction administration services required for the airport, but we have continued to offer additional value to the County by performing the following tasks at no cost to the County:

- Attending and participating in Airport Advisory Committee meetings;
- Coordinating with FAA and FDOT on funding and other regulatory issues;
- Modifying the approved Airport Layout Plan for FAA approval;
- Assuming all financial risks on work required and performed prior to grant issuance.

We believe that certain services, including marketing of the airport, are an inherent and integral part of our services under this role and we will continue to apply these efforts. Further, we will continue to ensure that the County will never receive an invoice from AVCON unless the funding for the services has been previously coordinated and approved. This eliminates certain financial risks to the County.

We appreciate your consideration of re-selecting AVCON, INC. for this important five-year assignment and we look forward to continuing our successful service to the County and the airport staff.

Sincerely,  
AVCON, INC.



Virgil C. "Lee" Lewis, P.E.  
Principal/Project Manager

Enclosures





## COMPANY OVERVIEW



**AVCON, INC.** is a trusted Florida-based full-service engineering and planning firm specializing in aviation and transportation projects. For nearly 25 years, AVCON has successfully served commercial-service and general aviation airports throughout Florida with dependable, high-quality, and timely professional consulting services. AVCON has earned a reputation for superior service, quality designs, expert knowledge of FAA/FDOT programs and policies, and responsive client support throughout all phases of a project.

Our staff of nearly 50 professionals brings decades of exceptional airport general consulting, on-call services, design and planning experience. AVCON has established itself as a leader in Florida airport engineering by providing reliable planning, design, cost estimating, construction management, and financial programming services. Our services will address essentially every type of airport project, including projects ranging from airport master plans and condition assessments to the design of airfield pavements, lighting, navigational aids, aircraft hangars, security improvements, roads, utilities, and stormwater improvements. We also provide special services related to structural engineering, mechanical/plumbing engineering, electrical vault arc-flash and capacity studies, as well as many other topics.

## AVCON HISTORY

AVCON was formed in 1988 in Orlando, Florida specifically to perform superior aviation consulting services—similar to the services anticipated in this role. Since that time, we have established two additional branch offices to better serve airports across a greater geographic reach; in Niceville, Florida in 1998 and in Charlotte, North Carolina in 2002. AVCON is a closely held Subchapter S Corporation in the State of Florida with four Principals who are each registered professional engineers. AVCON retains a Florida Certification of Authorization per state statutes to perform professional engineering services.

We pride ourselves on delivering innovative and practical planning and design solutions to our clients based on decades of professional design, construction services and airport management experience. These solutions blend both economic and technological elements to provide an effective approach to all of our projects, typically translating into financial and time savings for our clients.

As evidence of our long-term commitment to quality and service, AVCON continues to provide regular engineering and planning services to some of our earliest airport clients. With the competitive nature of our industry, we take great pride in our on-going long-term relationships and look forward to the opportunity to continue our trusted partnership with Taylor County and the Perry Foley Airport staff.

## AVCON Business History

|                             |                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Years in Operation:</b>  | 24+                                                                                                                 |
| <b>Number of Employees:</b> | 47                                                                                                                  |
| <b>Established:</b>         | May 1988                                                                                                            |
| <b>AVCON Offices:</b>       | Orlando, FL (1988)<br>Niceville, FL (1998)<br>Charlotte, NC (2002)                                                  |
| <b>AVCON Principals:</b>    | Sandeep Singh, P.E., President<br>Virgil C. "Lee" Lewis, P.E.<br>James A. Kriss, P.E.<br>Richard V. Baldocchi, P.E. |





AVCON currently serves as an airport general consultant for several general aviation airports across Florida. Since 1988, AVCON has served more than half of the public-use airport in Florida in some professional capacity. The chart highlights some of the airport experience and long-term relationships AVCON has gained under a general consulting role.



### AVCON Multi-Year Airport Consulting Roles in Florida

| Airports in Florida                                                                                                          | Years Exp. |
|------------------------------------------------------------------------------------------------------------------------------|------------|
| Perry-Foley Airport, FL                                                                                                      | 5          |
| Apalachicola Regional Airport, FL                                                                                            | 4          |
| Citrus County Airports, FL:<br>Inverness Airport<br>Crystal River Airports                                                   | 5          |
| Asheville Regional Airport, NC                                                                                               | 3          |
| Naples Municipal Airport, FL                                                                                                 | 6          |
| Wauchula Municipal Airport, FL                                                                                               | 19         |
| Orlando Executive Airport, FL                                                                                                | 22         |
| Jacksonville Aviation Authority:<br>Jacksonville Executive at Craig Airport<br>Herlong Recreational Airport<br>Cecil Airport | 20         |
| Okeechobee County Airport, FL                                                                                                | 10         |
| Okaloosa County Airports:<br>Destin/Ft. Walton Beach Airport<br>Bob Sikes Airport<br>Northwest Florida Regional Airport      | 8          |
| Northwest Florida Beaches International Airport, FL                                                                          | 11         |
| Ashe County Airport, NC                                                                                                      | 6          |
| Kissimmee Gateway Airport, FL                                                                                                | 3          |

#### PHILOSOPHY OF SERVICE

The ongoing relationship of a continuing services consultant must be based on the highest levels of trust between the Owner and the Consultant. To provide a basis for understanding this service relationship, the following types of commitments are provided:

- ➔ **Achieve Objectives:** We will work closely with you to clearly identify your goals and to develop effective strategies to accomplish those objectives.
- ➔ **Extension of Staff:** To the extent requested, our role will be to support County staff in areas such as assisting in funding coordination and preparing submittals.
- ➔ **Timeliness:** We must maintain an exemplary track record of responsive service and ensure that established schedules are held firm.
- ➔ **Expert Resources:** Our Northwest Florida office manages a fully cohesive team that can address any planning or design issue.
- ➔ **Accountability:** We will be solely responsible for ensuring Taylor County's best interests are achieved in this role.
- ➔ **Technological Abilities:** AVCON is committed to staying abreast of the latest advances in CADD and engineering software and the training of our professionals.
- ➔ **High Quality Deliverables:** We are meticulous with our project design for plans and specifications to ensure complete and quality production contract documents for construction.
- ➔ **Construction Compliance:** Through our commitment to the construction-monitoring phase of our services, we will ensure that the constructed project meets or exceeds the design standards and the County's expectations.



### INNOVATION

AVCON is an undisputed leader in airfield engineering and design and continues to develop new innovative approaches to issues that can better serve airports and the engineering industry. We work closely with FAA and other national engineering organizations to ensure leading-edge technology is properly applied to airport projects to provide the most cost-effective methods for addressing needs. Our close relationships with these agencies have given AVCON the ability to participate in the development of new technologies. For instance, AVCON has developed a reputation for innovation through various items such as:

- **LED Lighting Systems:** AVCON was among the first engineering firms to regularly specify LED lighting systems for airports. This technology has resulted in significant operational cost savings for airports of all sizes. In 2009, AVCON replaced wind cones at the Perry Foley Airport with LED technology and these wind cones are projected to pay for themselves in energy savings alone within a few years.
- **Creative Drainage Concepts:** AVCON routinely offers creative and cost-effective methods for addressing stormwater management needs. Our knowledge of the wide range of Florida Department of Transportation (FDOT) standards consistently allows AVCON to select the best solutions for drainage challenges. AVCON will ensure that all drainage systems on the airport comply with FAA Advisory Circular 150/5200-33B *Hazardous Wildlife Attractants On or Near Airports* as well as all conditions of the Suwannee River Water Management District (SRWMD). At Perry Foley Airport, our recent stormwater management design for the T-hangar area strategically included capacity for the build-out of additional hangars. This will minimize future permitting time and construction costs.
- **Lightning Protection Standards:** One of the difficult challenges that airports deal with is damage to lighting systems resulting from lightning strikes. AVCON has worked closely with FAA to develop federal standards on minimizing lightning damage. Our airfield electrical designers routinely present their findings in national seminars and contribute their knowledge to FAA to continuously improve federal standards for protecting airport investment.
- **Pavement Technologies:** We at AVCON pride ourselves on our knowledge and experience with airfield pavements. We are routinely evaluating asphalt pavement options for airports, including warm-mix asphalt applications, in-place cold recycling, asphalt rejuvenation, and other methods. In 2006, our firm was among the first to introduce Superpave asphalt technology to airports in Florida which has resulted in improved performance and durability. We work closely with representatives of the Asphalt Institute and have had articles published on our recent work to advance asphalt technology.

### TAYLOR COUNTY APPROACH

For the past five years, AVCON has had the privilege to serve as the Perry Foley Airport general consultant for Taylor County. Our past experience with the County will be invaluable as we move forward in the development of the airport as we are in sync with the County's objectives and challenges. Our understanding of the following items will be beneficial to the implementation of new airport strategies that best serve Taylor County and the surrounding region:

- **Local Industry:** Our familiarity with the industries that have driven the local economy will benefit the county by ensuring that all potential airport users and companies that are indirectly benefited by the airport are considered in future planning. In addition to the large existing employers, such as Buckeye Technologies, Chemring Ordnance, and United Welding, it will be important to consider the aviation needs of new companies, such as AMTEC Less-Lethal Systems (ALS) that recently announced their plans to locate in the County.





- **Future Industry:** AVCON has reviewed Vision 2060 plans with the Taylor County Development Authority staff and recognizes that improving airport infrastructure is important to this economy and is a primary objective of the County. With tens of thousands of acres available for industrial development throughout the County, transportation infrastructure will be instrumental in attracting new industry.
- **Runway Improvements:** Although AVCON recently completed a project that extended Runway 18-36 to more than 5,000 ft, the Taylor County Development Authority has identified multiple prospects that require (or desire) at least 6,000 ft of runway length to consider Taylor County as a potential site. These prospects reportedly will introduce many jobs to the local economy. AVCON understands the various factors involved in providing efficient alternatives to provide 6,000 ft of effective runway length. In 2008, AVCON developed a strategy for the Naples Airport Authority that provided an additional 800 ft of effective runway length by extending the start of the take-off run into the Runway Safety Area. This strategy was implemented at each end of the runway at Naples Municipal Airport and the additional takeoff length is available to aircraft today. We are confident that a similar strategy can be cost-effectively implemented at Perry Foley Airport.
- **Rural Area of Critical Economic Concern (RACEC):** As a RACEC County as listed by the Governor's office, Taylor County is eligible under the state's Rural Economic Development Initiative (REDI) for waivers on matching grants and other incentives to stimulate the local economy. This has been instrumental in obtaining 100% state funding through the FDOT for non-federal grants. AVCON has coordinated with FAA on the local match requirement for federal grants and was successful in eliminating the local match requirement for these FAA projects based on the County's REDI eligibility in the state.
- **Self-Sufficiency Goals:** Every airport strategy identified by AVCON and airport improvement administered by AVCON includes efforts to improve the airport's position on achieving and maintaining self-sufficiency goals. This can often include a "big picture" look at how to facilitate and expedite future airport development or to minimize future airport operation-&-maintenance costs. AVCON has demonstrated success in achieving self-sufficiency at general aviation airports and will continue to implement this most important philosophy in every task that we perform for the County.



### LICENSE TO PRACTICE

AVCON is a closely held Subchapter S Corporation in the State of Florida and is certified by the Florida Board of Professional Engineers to perform engineering services in the state of Florida (Certificate of Authorization License #5057). We are certified as a Minority Business Enterprise (MBE) by the State of Florida and are pre-qualified by the Florida Department of Transportation in 16 different planning and design work areas.





## PROJECT MANAGER AND STAFF



Over the past two decades of airport general consulting service experience, AVCON has developed an expert staff of professional engineering and support staff capable of undertaking a wide variety of project needs. With our past success in serving Taylor County and the Perry Foley Airport, AVCON is committed to maintaining the same project management structure and responsible points-of-contact for this role.

**Mr. Virgil C. "Lee" Lewis, P.E.** will again serve as your Project Manager and will ensure the complete satisfaction of the Taylor County Board of County Commissioners and the County staff. All correspondence and/or communications should continue to be directed to his attention. He will report directly to Mr. Bill Roberts and Mr. Jack Brown as required to properly coordinate schedules, budgets, and other pertinent data. Lee is based in our northwest Florida office and his contact information is as follows:

 **AVCON, INC.**  
320 Bayshore Drive, Suite A  
Niceville, FL 32578-2425  
Phone: (850) 678-0050  
Cell: (850) 585-7030  
Fax: (850) 678-0040  
Email: [vclewis@avconinc.com](mailto:vclewis@avconinc.com)

Lee was born in Florida and has resided in the state his entire life. He began his career with AVCON in 1991, immediately following his graduation from the University of Florida with a Bachelor of Science in Civil Engineering. Since that time, he has become licensed as a professional engineer in Florida (License #50619) and managed many roles similar to this airport general consulting role, including serving as Project Manager for multi-year contracts for Perry Foley Airport and:

- Zephyrhills Municipal Airport
- Naples Municipal Airport
- Wauchula Municipal Airport
- Bob Sikes Airport (Crestview)
- Panama City-Bay County International Airport (now Northwest Florida Beaches Int'l Airport)
- Northwest Florida Regional Airport
- Destin/Ft. Walton Beach Airport

As a testament of our success in managing these types of multi-year agreements, AVCON is currently under contract at every one of these airports today.

Mr. Lewis is excited to continue in increasing airport revenues and furthering the economic contributions of Perry Foley Airport to the community. As Project Manager, Mr. Lewis will continue to:

- Review and coordinate project management tasks for the team;
- Maintain project costs per grant limitations and pre-established budgets;
- Adhere to approved project schedules by allocating appropriate staff and subconsultant resources;
- Perform quality reviews prior to certifying deliverables;
- Remain accountable for the content of plans and specifications along with bidding/contract documents.



In addition, to your Project Manager, the following sections provide a list of several of the key staff members prepared to serve Taylor County and the Perry Foley Airport under this agreement.



### **Lee Lewis, P.E., Project Manager**

- ➔ Mr. Lewis has more than **21 years** of experience, all of it with AVCON, and has become a leading airport resource with nearly 100% of his career focused on airport planning and design.
- ➔ His experience includes commercial service airport master plan updates, local airport zoning ordinances, airport industrial park development, runway and taxiway improvements, and many other airport-related projects.
- ➔ Mr. Lewis will be responsible for ensuring all aspects of the projects assigned under this continuing contract are completed on time, within schedule and to the satisfaction of Taylor County.
- ➔ **Airport References:**
  - Taylor County**, *Mr. Jack Brown, County Administrator* (850) 838-3500
  - Okaloosa County Airports**, *Mr. Greg Donovan A.A.E., Airports Director* (850) 651-7160
  - Naples Airport Authority**, *Mr. Ted Soliday, Executive Director* (239) 643-0733

Mr. Lewis is supported by a talented staff of professionals and specialty resources. The following bullets provide a brief synopsis of the credentials of the AVCON staff.

### **John Collins, E.I., Deputy Project Manager**



Mr. John Collins will continue to serve the County as the Deputy Project Manager. As he has reliably served over the past five years, Mr. Collins will be directly responsible to Mr. Lewis for many day-to-day tasks necessary to maintain an effective airport program. Based on his history of service to Taylor County and his unmatched abilities, we encourage the airport and County to contact Mr. Collins directly if an urgent response is required.

- ➔ Mr. Collins has **five years** of experience and he is responsible for contributing and leading various airport planning and design projects.
- ➔ Recent experience includes design and construction management for the Taxiway A Widening and Master Stormwater project at Bob Sikes Airport, the Rehabilitation of Public Parking Facilities at Northwest Florida Regional Airport, and the Naples Municipal Airport Runway Length Determination Project.
- ➔ He has been actively involved as Project Engineer in several successful projects at Perry Foley Airport over the past five years, including the North T-Hangar Improvement Project, Remarking of Runway 12-30, as well as Runway 18-36 Rehabilitation Phase 1 and the current Phase 2 work.
- ➔ **Airport References:**
  - **Taylor County**, *Ms. Melody Cox, County Grants Administrator* (850) 838-3553
  - **Okaloosa County Airports**, *Mr. Tracy Stage, Airport Deputy Director* (850) 651-7160
  - **FDOT District 2**, *Mr. Roland Luster Jr., Aviation Administrator* (386) 961-7855





**Mary Soderstrum AIA, NCARB, LEED® AP BD+C, Airport Planner**

- ➔ Ms. Soderstrum has over 35 years of experience as an airport planner, a senior aviation executive, facilities programmer, aviation activity forecaster, and architect. She has led airport master plan projects at over 20 airports.
- ➔ She has extensive expertise in airport master planning, facilities forecasting, and planning and design of aviation facilities. Her specialties include passenger terminals, aprons, airside facilities, terminal renovation, and airport expansion programs.
- ➔ Mary was part of professional planning teams compiled to develop federal and state airport planning standards. She authored portions of the FAA Advisory Circular 150/5070-6 *Airport Master Plans* and the FDOT *Airport Master Plan Guidebook*.
- ➔ **Airport Reference:**
  - **Pensacola Regional Airport, Ms. Melinda Crawford, Airport Director (850) 436-5000**



**Hilary Maull, P.E., Project Engineer**

- ➔ Ms. Maull has over 12 years of experience in a wide range of complex airfield engineering projects.
- ➔ She has recent experience in many facets of airport engineering and computer-aided design and is responsible for project design, planning and review. She serves as the Project Manager and Engineer-of-Record on various projects for our airport clients.
- ➔ Her areas of expertise include geometric airfield design conforming to FAA standards, runway and taxiway signage, lighting, markings design, geometric roadway and parking design for terminal access, life-cycle cost analysis and construction cost estimates.
- ➔ **Airport Reference:**
  - **Greater Orlando Aviation Authority, Mark Birkebak A.I.A., Manager of Airport Programs (407) 825-4058**



**Russ Holliday, P.E., Project Engineer**

- ➔ Mr. Holliday has more than 18 years of industry experience in projects similar to those anticipated for Perry Foley Airport.
- ➔ He performs engineering design utilizing AutoCAD, Civil 3D, and other civil industry standard design software packages in conjunction with current standards and scientific methods.
- ➔ He has extensive experience working with various state water management districts, the Florida Department of Transportation, and Federal Aviation Administration personnel.
- ➔ His areas of expertise include geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design.
- ➔ **Airport Reference:**
  - **Kissimmee Gateway Airport, Terry Lloyd, Director of Aviation (407) 847-4600**





**Steven Loken, P.E., Electrical and Lighting**

- ➔ Steven Loken, P.E. has 22 years of experience, mostly related to civil and electrical engineering.
- ➔ Following his 20 years of U.S. Air Force active-duty service in engineering, Steve is now responsible for managing and delivering first-class engineering projects for air carrier, general aviation, and military bases.
- ➔ Mr. Loken is a graduate of the Air Force Institute of Technology with a Master of Science in Engineering & Environmental Management.
- ➔ A licensed Electrical Engineer, Steve most recently served as 1st Special Operations Civil Engineer Squadron Commander at Hurlburt Field, overseeing over \$100M in construction programs to upgrade, operate, maintain and repair base facilities and infrastructure valued at over \$1B. He retired in December 2009 as Lt. Colonel.
- ➔ **Airport Reference:**
  - **Northwest Florida Beaches International Airport, Parker McClellan, Deputy Director (850) 763-6751**



**Carl Johnson, E.C., A.C.E., Electrical and Lighting**

- ➔ Mr. Johnson has 38 years of experience in electrical construction, airfield electrical design, navigational aid installation and maintenance.
- ➔ He possesses a nationally recognized aviation lighting background and is proficient in computer-aided design and other computer software applications.
- ➔ Mr. Johnson is a Principal Member of the NFPA Technical Committee on Lightning Protection. He wrote and submitted a proposed Chapter 11 for NFPA 780 Lightning Protection for Airfield Lighting Circuits and serves on a task group under the NFPA 780 technical committee for this chapter.
- ➔ He is a leader in the use of energy-saving technologies in the area of airfield lighting.
- ➔ **Airport Reference:**
  - **Greater Orlando Aviation Authority, Frank Barczak, Electrical Systems Manager (407) 825-3374**



**Tonia Nation, P.E., Drainage and Utilities**

- ➔ Tonia Nation, P.E. has over 11 years of experience and a strong background in stormwater management and environmental permitting.
- ➔ Her responsibilities include airfield pavement design, fuel storage facility design, master stormwater plans and permitting.
- ➔ She is also well versed in potable water and wastewater design/permitting.
- ➔ Mrs. Nation has extensive experience working with the FAA and FDOT. FAA and FDOT funded projects include numerous airfield, infrastructure, buildings, fuel storage facilities, and roadway projects.
- ➔ **Airport Reference:**
  - **Naples Airport Authority, Mr. Kerry Keith, Director of Airport Development (239) 643-0733**
  - **Federal Aviation Administration, Mr. Bill Farris, Project Manager (407) 812-6331 ext 125**





### Robert Palm, P.E., Drainage and Utilities

- ➔ Mr. Palm has more than 28 years of experience as a project manager and engineer supporting general civil and airport related development.
- ➔ Mr. Palm's design experience includes site development, stormwater planning and design, wastewater system design, and utility design.
- ➔ He has worked on both airside and landside facilities, including airfield improvements, security projects, aircraft hangars, roadways, and parking projects at numerous airports.
- ➔ He participated on the award winning Terminal Ramp Expansion (FICE Engineering Excellence Grand Award) project at Orlando Sanford International Airport.
- ➔ **Airport Reference:**
  - Sanford Airport Authority, Larry Dale, President and CEO, (407) 585-4015



**AVCON, INC.**  
Engineers & Planners







## PROJECT TEAM



AVCON has assembled a highly qualified, motivated, and dedicated team of professionals to accomplish each and every project and task required for the overall success of this general consulting assignment for Perry Foley Airport. These firms have prior experience performing services at Perry Foley Airport and their respective areas of responsibility under this agreement are represented in the following table:

| Firm Name                             | Location                                                               | Roles and Responsibilities                                         | Certifications |
|---------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------|----------------|
| Cal-Tech Testing, Inc.                | 3309 SW State Road 247<br>Lake City, FL 32024<br>386-752-5456          | Geotechnical Services,<br>Material Acceptance<br>Testing           | DBE            |
| Causseaux, Hewett, &<br>Walpole, Inc. | 132 NW 76 <sup>th</sup> Drive<br>Gainesville, FL 32607<br>352-331-1976 | Land Surveying,<br>Obstruction Surveys,<br>Mapping, Design Support | ---            |

The members of our project team are all located nearby in Florida and offer related experience in providing general consulting services to airports. These firms have successfully served under direct contract with Taylor County and they have been specifically selected to complement our staff and to address specific aspects of the variety of projects anticipated at Perry Foley Airport. AVCON is privileged to be teamed with the personnel and expertise offered by these firms.

**CAL-TECH TESTING, INC.** (Cal-Tech) is a full-service DBE geotechnical consulting firm, providing subsurface drilling, soil sampling, laboratory testing, engineering evaluations and recommendations for a wide range of projects. This firm is highly qualified and specializes in the areas of geotechnical investigations and material acceptance testing.



**Cal-Tech Testing, Inc.**  
Foundations • Asphalt • Soils • Concrete  
EXCELLENCE IN ENGINEERING AND GEOSCIENCES

Cal-Tech has a professional staff experienced in providing economical engineering solutions to various construction related environmental problems encountered during the planning and design phases of projects. Their knowledgeable staff has extensive experience in working throughout northwest Florida, including Perry Foley Airport, to facilitate the cost-effective investigation, engineering design and construction of

all aspects of a project requiring these services. This staff consists of a senior level geotechnical engineer, staff geotechnical engineers, and engineering technicians to assist as needed for the geotechnical investigations. All subsurface investigations and recommendations will be coordinated with AVCON for consideration in design work.

Cal-Tech will serve as a dependable subconsulting resource for AVCON throughout this assignment by focusing on the following three goals:

- Assure accuracy and completeness of all project deliverables;
- Comply with the project's and client's requirements; and,
- Adhere to the project schedule and budget.





Their staff will provide all of the geotechnical engineering services required to execute each task in an efficient and timely manner with the delivery of a quality product for use by the AVCON team and Taylor County. The schedule will be coordinated with the AVCON Project Manager to assure that project delays are avoided. The close proximity of Cal-Tech's offices in Lake City assures timely response times and project efficiency. Cal-Tech will be primarily served by Mr. Gary McCallum who has teamed with AVCON on many past airport projects. They are dedicated to providing exceptional services at competitive rates.

**CAUSSEAU, HEWETT, & WALPOLE, INC. (CHW)** has gained a reputation in Florida for providing high quality surveys that meet stringent quality requirements and condensed project schedules. Their clients include cities, counties, state, and federal agencies, utilities and engineering firms in addition to private landowners. CHW has performed recent survey work at Perry Foley Airport and can utilize this experience and knowledge of the site to efficiently serve the County as part of the AVCON team for the following types of survey requirements:



- As-Built Surveys
- Construction Conformity Surveys
- Boundary Surveys
- Right of Way Surveys
- Specific or Special Purpose Surveys
- Topographic Surveys

The professional staff at CHW has provided high quality surveying services to public and private clients throughout the region. They will serve the County from their nearby offices in Gainesville and will be outfitted with the most up-to-date equipment in the field. Their employees are the foundation and strength of their business.

CHW's field crews have a broad range of equipment at their disposal to facilitate data-gathering techniques that are user-friendly during post-processing, and allow for a more efficient use of field time. Some of the equipment includes both conventional and digital leveling systems, as well as electronic Total Stations whose precision and reliability are approved for use on projects performed for the Florida Department of Transportation and the Federal Aviation Administration. Their data collection methods facilitate a rapid transition from work performed in the field to CADD software for use in making daily decisions during the project and in preparing the final deliverables. This method reduces data-entry errors to almost none.

CHW also employs the use of Global Positioning System (GPS) equipment. They currently have static receiver units for maximum cost-efficiency, resulting from more flexible mission-planning and less field time. Using GPS technology, they are able to establish a highly accurate control network around a project in a limited amount of time. GPS allows their crews to establish vertical positions (elevations) at remote locations that would be cost-prohibitive using conventional leveling methods.

CHW has had the privilege of working with Taylor County on their recent work to identify potential obstructions to the approaches on each runway end. It is through the understanding gained from successfully completing work on the airport that makes CHW uniquely qualified to provide the services required in this role.





### AVCON Project Team

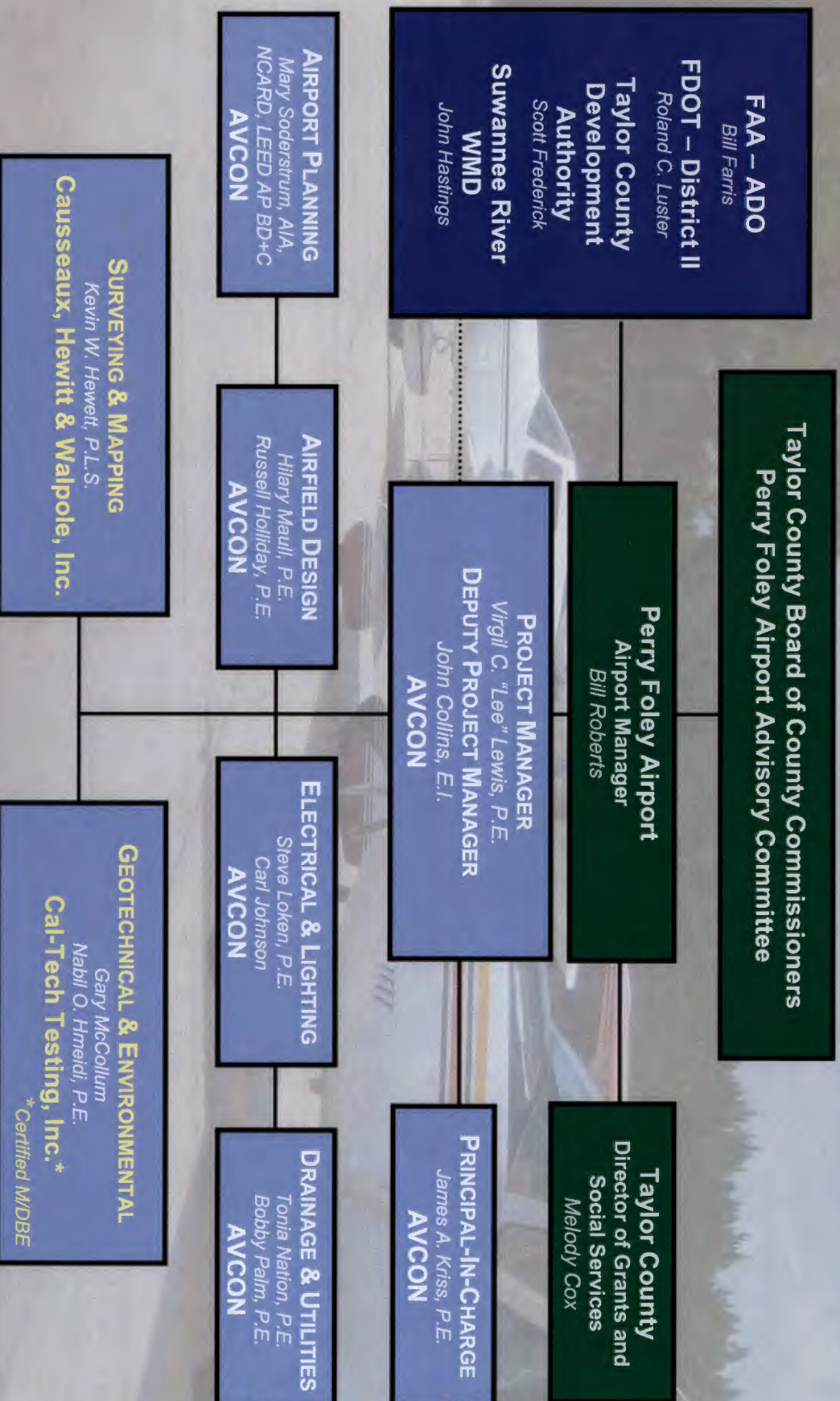
| Name                                            | Company                            | Office Location  | Yrs. Exp. | Project Role                   | Areas of Expertise                                                                                                                                                             |
|-------------------------------------------------|------------------------------------|------------------|-----------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lee Lewis, P.E.                                 | AVCON, INC.                        | Niceville, FL    | 21        | Project Manager                | Airport Design and Planning; Project Management                                                                                                                                |
| John Collins, E.I.                              | AVCON, INC.                        | Niceville, FL    | 5         | Deputy PM                      | Airport Design; Construction Administration                                                                                                                                    |
| Mary Soderstrum<br>AIA, NCARB, LEED®<br>AP BD+C | AVCON, INC.                        | Orlando, FL      | 35        | Airport Planner                | Airport Master Planning; Facilities Forecasting; and Planning and Design of Aviation Facilities                                                                                |
| Hilary Maull, P.E.                              | AVCON, INC.                        | Orlando, FL      | 12        | Project Engineer               | Geometric Airfield Design; Runway and Taxiway Signage, Lighting, and Markings Design; Geometric Roadway and Parking; Life-Cycle Cost Analysis; and Construction Cost Estimates |
| Russ Holliday, P.E.                             | AVCON, INC.                        | Orlando, FL      | 18        | Project Engineer               | Geometry, Utility Coordination, Potable Water and Sanitary Sewer Design, Drainage Design, and Pavement Design                                                                  |
| Steven Loken, P.E.                              | AVCON, INC.                        | Niceville, FL    | 22        | Electrical and Lighting        | Electrical Design; Fuel Storage Facilities                                                                                                                                     |
| Carl Johnson, E.C.,<br>A.C.E.                   | AVCON, INC.                        | Orlando, FL      | 38        | Electrical and Lighting        | Electrical Construction, Airfield Electrical Design, and NAVAIDS Construction and Maintenance                                                                                  |
| Tonia Nation, P.E.                              | AVCON, INC.                        | Niceville, FL    | 11        | Drainage and Utilities         | Stormwater Management Design and Permitting                                                                                                                                    |
| Robert Palm, P.E.                               | AVCON, INC.                        | Orlando, FL      | 28        | Drainage and Utilities         | Site Development, Stormwater Planning and Design, Wastewater System Design, and Utility Design                                                                                 |
| David Brown                                     | Cal-Tech Testing, Inc.             | Jacksonville, FL | 28        | Construction Materials Testing | Field and Laboratory Experience in Asphalt, Soils, Concrete and Geotechnical Inspection and Testing                                                                            |
| Nabil Hmeidi, P.E.                              | Cal-Tech Testing, Inc.             | Jacksonville, FL | 27        | Geotechnical Engineer          | Shallow and Deep Foundation Analysis and Design; Reinforced Earth Structures; and Inspections, Testing and Monitoring of Earthwork Operations                                  |
| Kevin Hewett, PLS                               | Causseaux, Hewett, & Walpole, Inc. | Gainesville, FL  | 15        | Land Surveyor                  | Topographic and Boundary Surveys, Mapping                                                                                                                                      |





STATEMENT OF QUALIFICATIONS FOR  
AIRPORT GENERAL CONSULTING SERVICES AT  
PERRY FOLEY AIRPORT  
SEPTEMBER 2012

## ORGANIZATIONAL CHART



Additional specialty subconsultants from local area will be utilized if/when needed.



AVCON





## REPRESENTATIVE PROJECTS

AVCON has provided General Consulting Services similar to this role to more than 25 general aviation airports since our inception in 1988. The following projects are representative of similar projects to those planned at Perry Foley Airport:

|                                 |                                                                               |
|---------------------------------|-------------------------------------------------------------------------------|
| Project Title                   | General Consulting Services, Okaloosa County Airports                         |
| Project Location                | Bob Sikes Airport, Crestview, FL; Destin-Ft. Walton Beach Airport, Destin, FL |
| Project Description             | On-Call Planning, Engineering, and Construction Phase Services                |
| Project Start / Completion Date | 2003 – Ongoing                                                                |
| Owner's Name                    | Okaloosa County Airports                                                      |
| Owner's Address                 | 1701 State Road 85 North, Eglin AFB, FL 32542                                 |
| Contact                         | Tracy Stage, Deputy Airports Director / (850) 651-7160 x 1055                 |
| Prime or Subconsultant          | 2008-Present, Prime Consultant; 2003-2008, Subconsultant                      |

AVCON has served as a Prime Consultant to Okaloosa County since 2008, and prior to that as subconsultant for five additional years. Sample projects completed under this General Consulting Services contract at the commercial-service airport and their two general aviation airports have included:

- ➔ **Rehabilitation of Public Parking Facilities – Northwest Florida Regional Airport (2012):** This two-part project included the rehabilitation of the short-term and long-term parking facilities while maintaining public access throughout the project. The rehabilitation project involved an asphalt mill-&-overlay over seven separate phases, including some nighttime work, to remain operational. The second part of the project included the installation of new IP cameras in the parking facility and the complete transformation of the airport's video management system from an analog system to an expandable digital system. The security improvements included modifications to the Airport Operations Center and a new monitor/video wall to improve security function.
- ➔ **West Hangar Area Master Plan and Taxilane Development - Bob Sikes Airport (2008):** This project included the design, permitting, and construction phase services for the development of the pavement, stormwater, and utility infrastructure to meet local requirements and to address the demand for new hangars. A single stormwater management system was constructed with adequate capacity to retroactively account for existing development within the basin as well as the full build-out of the West Hangar Area. Utility stub-outs were installed consistent with the site master plan to facilitate future hangar development. The design work also included site master planning and tenant coordination.
- ➔ **Runway 17-35 Rehabilitation Study - Bob Sikes Airport (2006):** AVCON evaluated issues related to the existing Runway 17-35 pavement, including pavement conditions, non-standard grades, and operational considerations, to determine the recommended three-phase improvement program. The recommended program was based on a life-cycle analysis of various pavement rehabilitation concepts, anticipated FAA funding availability, and user requirements.





- ➔ **North Apron Rehabilitation – Bob Sikes Airport (2012):** This project is the first airport project to implement a new fuel-resistant asphalt specification identified as “P-401-FR,” a prototype specification developed by AVCON, INC. The project included rehabilitation of approx. 20,500 sy of apron pavement, including approx 16,800 sy of asphalt mill-&-overlay with approx. 3,700 sy of new PCC pavement.

Through the use of a highly polymer-modified asphalt binder in conjunction with low air voids, the North Apron Rehabilitation project included the installation of a high-stability, low-permeability, non-toxic, hot-mix asphalt that not only provides improved resistance to rutting and shoving, it also provides resistance to aircraft fuels, hydraulic fluids, and petroleum oils.

The P-401-FR prototype specification is currently being reviewed by national hot-mix user/producer groups, the FAA, U.S. Army Corps of Engineers, Air Force, Navy, the Asphalt Institute, and other nationally recognized asphalt experts. Based on favorable feedback to date from these agencies, it is anticipated that this “Crestview Mix” developed by AVCON will formally become a federal specification for civilian and military use in the near future.



**“...I believe this is the future of airport pavement.”**

*– Dr. Bob Boyer, P.E., former Asphalt Institute Regional Engineer and lead contributor in the development of the FAA’s previous asphalt specifications*



Because the research and development associated with the North Apron Rehabilitation project will extend much further than the local aviation activities the new apron pavement will support, this project was recognized and awarded the General Aviation Airfield Project of the Year in May 2012 by the American Association of Airport Executives—Southeast Chapter.



|                                        |                                                                              |
|----------------------------------------|------------------------------------------------------------------------------|
| <b>Project Title</b>                   | <b>General Consulting Services, Perry Foley Airport</b>                      |
| <b>Project Location</b>                | Perry, FL                                                                    |
| <b>Project Description</b>             | On-Call Planning, Engineering, Grant Support and Construction Phase Services |
| <b>Project Start / Completion Date</b> | 2007 – Ongoing                                                               |
| <b>Owner's Name</b>                    | Taylor County, FL                                                            |
| <b>Owner's Address</b>                 | 201 E. Green Street, Perry, FL 32347                                         |
| <b>Contact</b>                         | Melody Cox, County Grants Administrator / (850) 838-3553                     |
| <b>Prime or Subconsultant</b>          | Prime Consultant                                                             |

AVCON has managed numerous FAA and FDOT funded projects for Taylor County since 2007 under the current airport general consulting services contract. Services typically include grant coordination with FDOT and FAA as part of each specific task order required by the County. Projects under this contract have included:

*AVCON has provided on-call General Consulting Services for Taylor County since 2007.*

- ➔ **Primary Runway Justification Study (2008):** Based on revised objectives of the Airport Advisory Committee and the County, AVCON prepared justification for FAA approval to replace Runway 12-30 with Runway 18-36 as the airport's primary runway eligible for federal funding through the FAA. Because the study itself would not be eligible for federal reimbursement unless FAA agreed with the recommendation, AVCON completed the work at no risk to the County and was only compensated once FAA agreed to the study and the eligibility of the work was only then recognized.



- ➔ **Runway 18-36 Rehabilitation—Phase I (2011-2012):** The Phase I work included the complete removal of existing runway and shoulder asphalt to allow for re-shaping of the base course material to eliminate existing depressions and areas of ponding. New asphalt was installed on the re-shaped base course in accordance with FAA runway and safety area grading standards. Re-marking of the northern half of the runway was included.

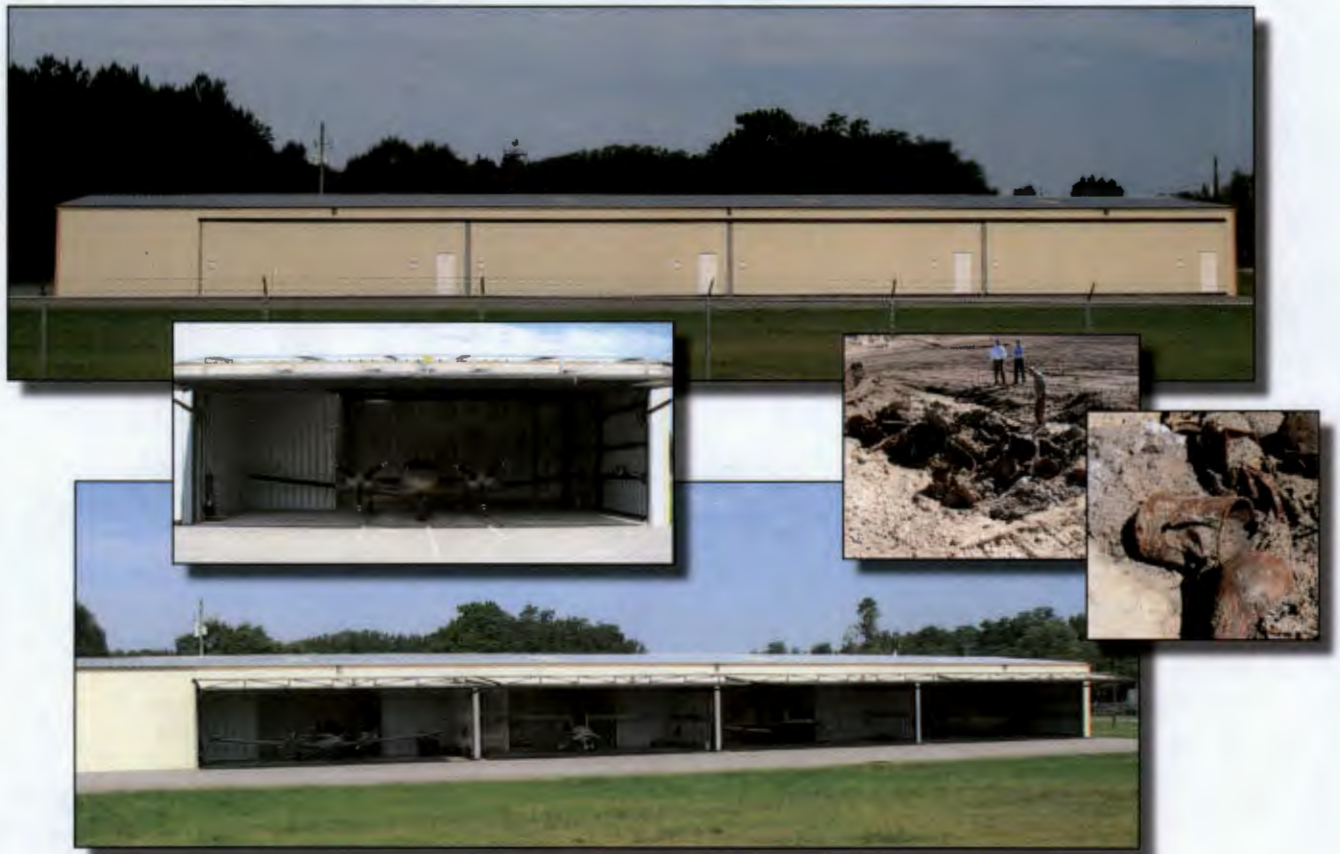


- ➔ **Runway 18-36 Rehabilitation—Phase II (2012-Ongoing):** The Phase II design has been completed and bidding documents were prepared. The project was advertised for bid and bids were opened in August 2012. The project is anticipated to be awarded for construction in September and will address the reconstruction of the south half of Runway 18-36 to rehabilitate the asphalt surface. The new runway surface and associated Runway Safety Area will be re-graded in accordance with FAA standards. AVCON prepared the grant applications and coordinated closely with FAA and FDOT to ensure funding was committed for this project. Based on justification provided to FAA by AVCON, this project represents the first project in which FAA is not requiring some level of local funding participation.



## Representative Projects Continued

- ➔ **Marking and Lighting Rehabilitation (2009):** The project included the design and construction administration for the re-marking of Runway 18-36 and Runway 12-30. The project also replaced 20 airfield directional/information signs and several LED taxiway edge lights. New L-806 LED windcones were also specified to reduce long-term operational costs to the County.
- ➔ **North T-Hangar Development (2008-2009):** AVCON assisted the County in developing a T-hangar development strategy for long-term demand and future revenue generation for the airport. AVCON engineers designed and permitted a stormwater management facility to accommodate three future hangar rows. The project included the design and construction administration for a new eight-unit T-Hangar facility with associated taxiway/taxilane infrastructure. AVCON was also instrumental in justifying FAA eligibility for costs associated with the removal of unforeseen buried materials in the project limits.



- ➔ **Electrical (Vault) Capacity Assessment and Field Evaluation (2008):** This project evaluated the integrity and the loads associated with the existing airfield lighting circuits and the equipment contained within the airfield electrical vault. Several circuits exhibited low insulation integrity and identified for replacement. The evaluation identified significant capacity for expansion within the vault (currently utilizing 49% of existing capacity) and identified priorities for reducing operational costs and improving system integrity.





## Representative Projects Continued

|                                        |                                                                              |
|----------------------------------------|------------------------------------------------------------------------------|
| <b>Project Title</b>                   | <b>General Consulting Services, Okeechobee County Airport</b>                |
| <b>Project Location</b>                | Okeechobee, FL                                                               |
| <b>Project Description</b>             | On-Call Planning, Engineering, Grant Support and Construction Phase Services |
| <b>Project Start / Completion Date</b> | 2001 – Ongoing                                                               |
| <b>Owner's Name</b>                    | Okeechobee County Board of County Commissioners                              |
| <b>Owner's Address</b>                 | 2800 Northwest 20th Trail, Okeechobee, FL 32942                              |
| <b>Contact</b>                         | Kathy Scott, Interim Airport & Industrial Park Manager / (863) 467-5505      |
| <b>Prime or Subconsultant</b>          | Prime Consultant                                                             |

AVCON has served as a Prime Consultant to the Okeechobee County Airport Authority since 2001. Some of the projects completed under this General Consulting Services contract have included:

- ➔ **Upgrade Airport Security and Fencing (Ongoing):** The project consists of design, equipment selection and specifications, plans, and bid documents along with construction phase services to upgrade existing access gates, replace gate operators, install new access control hardware and software, and install new CCTV cameras.
- ➔ **Master Drainage Plan Update (Ongoing):** This project consists of the revision and completion of a Master Drainage Plan to guide future development to 2025.
- ➔ **Taxiway A Extension - West (Ongoing):** This design project will extend Taxiway A to serve the airport's future FBO/Hangar development areas. The extension is approximately 1,000 ft, and will include three connector taxiways to the development site.
- ➔ **Replace and Relocate Airfield Rotating Beacon (2011):** This project consisted of the installation of a new rotating beacon in a new location as the existing location conflicted with expansion plans for the terminal building.
- ➔ **Taxiway A and C Edge Lighting (2010-2011):** All taxiway edge lighting was replaced and new FAA-required airport signage was installed. Existing direct buried cable and stake-mounted quartz lighting was replaced with new LED light fixtures, base cans and conduit system.
- ➔ **Rehabilitation of Runway 5-23 (2006-2009):** This work involved the complete planning, funding and grant support, and all construction phase services for rehabilitation of the airport's primary runway, parallel taxiway and the terminal apron using a variety of techniques including cold-in-place recycling, mill and overlay and P-401 SuperPave™ asphalt concrete. The work incorporated new airfield lighting and signage, airfield markings, many other support roles.



*"The progress we have achieved is largely due to the professionalism, expertise and work of AVCON personnel..."*

*...The stature of a company is measured by the quality of its employees and AVCON is well-served by these outstanding professionals."*

**- W. Vernon Gray, Former Airport Manager**



## Representative Projects Continued

|                                        |                                                                                                          |
|----------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Project Title</b>                   | <b>General Consulting Services, Jacksonville Aviation Authority</b>                                      |
| <b>Project Location</b>                | Herlong Recreational Airport, Cecil Field, and Jacksonville Executive at Craig Airport, Jacksonville, FL |
| <b>Project Description</b>             | On-Call Planning, Engineering, and Construction Phase Services                                           |
| <b>Project Start / Completion Date</b> | 1989 – 2011                                                                                              |
| <b>Owner's Name</b>                    | Jacksonville Aviation Authority                                                                          |
| <b>Owner's Address</b>                 | P.O. Box 18018, Jacksonville, FL 32229-0018                                                              |
| <b>Contact</b>                         | J. Derek Powder P.E., Senior Manager / (904) 741-2225                                                    |
| <b>Prime or Subconsultant</b>          | 2006-2011 Prime Consultant; 1989-2006 Subconsultant                                                      |

AVCON served as a Prime Consultant to the Jacksonville Aviation Authority from 2006-2011. Additionally, the firm served as a Subconsultant on several projects from 1989 through 2006. Some of the projects completed at Herlong Recreational Airport and Jacksonville Executive at Craig Airport include:

- ➔ **Rehabilitation of Runway 7-25 – Herlong Recreational Airport (2007):** This project involves the rehabilitation of Runway 7-25 at Herlong Airport located in Jacksonville, Florida. Runway 7-25 is 4,000 feet long and 100 feet wide with 25-foot wide paved shoulders on both sides of the runway. The runway is the primary runway at Herlong Airport with a published GPS approach to Runway 25. Runway 7-25 has a full length parallel taxiway, Taxiway A. The scope of the project includes milling and overlaying the existing runway and taxiway connectors as well as placing new markings.
- ➔ **Rehabilitation of Airfield Drainage System – Jacksonville Executive at Craig Airport (Ongoing):** AVCON is providing inspection, evaluation, preparation of construction documents, bidding, and construction phase services for rehabilitative repairs, re-construction, and restoration of the pipes, inlets, and surface grades immediately surrounding the site, as appropriate. AVCON is analyzing cost-efficient rehabilitation methods of in-place restoration such as Centricrete lining. The system is comprised of approximately 4,824 linear feet of pipe ranging from 36-inches to 60-inches in diameter connected through 12 ditch bottom inlets and open channel ditches.
- ➔ **Rehabilitation of Runway 5-23 – Jacksonville Executive at Craig Airport (2011):** AVCON provide design and construction phase services for this award-winning project. The rehabilitation of the runway consisted of milling the existing asphalt and placing a variable depth overlay of P-401SP (SuperPave™) asphalt.
- ➔ **Master Plan Update – Cecil Field (2009):** The MP update was structured to identify current and future aviation demands so as to provide guidance for future development strategies. The airport development strategies were integrated with local and regional issues, including environmental concerns, transportation needs and socioeconomic interests. The steps in the MP process included: Facilities Inventory, Aviation Activities Forecast, Facility Requirements Analysis, Alternatives Analysis and Selection, Environmental Overview, CIP Development, and ALP Production.





## Representative Projects Continued

|                                        |                                                                              |
|----------------------------------------|------------------------------------------------------------------------------|
| <b>Project Title</b>                   | <b>General Consulting Services, Wauchula Municipal Airport</b>               |
| <b>Project Location</b>                | Wauchula, FL                                                                 |
| <b>Project Description</b>             | On-Call Planning, Engineering, Grant Support and Construction Phase Services |
| <b>Project Start / Completion Date</b> | 1996 – Ongoing                                                               |
| <b>Owner's Name</b>                    | City of Wauchula, FL                                                         |
| <b>Owner's Address</b>                 | 225 E. Main Street, Suite 106, Wauchula, FL 33873                            |
| <b>Contact</b>                         | Olivia Minshew, Director of Community Development / (863) 773-3115           |
| <b>Prime or Subconsultant</b>          | Prime Consultant                                                             |

AVCON has provided on-call General Consulting Services to this client since 1996. Services include: grant coordination with FDOT and FAA, and other project specific work orders as required by the City. Projects under this contract have included:

- **Security Enhancements (Ongoing):** Design of security fencing, CCTV cameras and electronic access gates. Construction to occur in 2013.
- **Construct Master Stormwater Ponds (2011-2012):** Design and construction of storm-water detention ponds which allows future development in the northwest quadrant of the Airport.
- **Maintenance Hangar, Site Utilities and Apron (2007-2010):** This project provided a new aircraft maintenance hangar, ramp area and new utilities to support the airport's economic development objectives. It also provided for the construction of a 9,600 square foot single bay hangar to be used for aircraft storage/maintenance adjacent to a new aircraft parking apron. The building site included a connector to the existing roadway, a new vehicle parking lot, and new or extended utilities to serve the new facility.
- **T-hangar Design and Westside Master Development (2006):** Provided Master Development Plan on properties to the North, West and South; including a Conceptual Stormwater Plan and Conceptual Utilities Plan for the entire site to support four rows of T-hangars along a new taxiway.
- **Sealcoat and Mark Runway 18-36 (2003):** The project consisted of placing a surface treatment on Runway 18-36. The runway was then re-marked with visual markings. The design included analysis of several different treatment alternatives and final recommendation of the selected system.
- **Obstruction Clearing and Survey (2001):** This project consisted of procurement of a detailed obstruction survey, final design, bidding, and construction phase services to demolish existing hangars, demolish and bury power lines east of Runway 18-36, and clear and grub parts of the runway safety areas to achieve compliance with non-precision instrument standards in accordance with FAR Part 77 at Wauchula Municipal Airport.
- **Bulk Storage Hangar (2007):** This project resulted in the construction of an approximately 9,600 square foot single bay hangar to be used for bulk aircraft storage, adjacent to the new aircraft parking apron. The building site included a connector to the existing roadway and a new vehicle parking lot for customers and employees.
- **Master Plan Update and ALP Update (1996 and 2006):** Prepared ALP drawings and narrative.







## ENVIRONMENTAL/PERMITTING EXPERIENCE

Through regular communication with the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), the Suwannee River Water Management District (SRWMD), and the Florida Department of Environmental Protection (FDEP) representatives, AVCON is able to remain up-to-date with ever changing state and federal policies and how these policies will impact programs established for the County. Our environmental experience on airports extends well beyond stormwater design and permitting. AVCON has performed numerous environmental services for airports, including the following examples:

- **Airport Noise Evaluations:** AVCON has prepared FAR Part 150 Studies that identify noise impacts around airports and recommends methods for mitigating incompatibilities. Our staff has performed single-event noise measurements in the field and has prepared several Integrated Noise Models for airports using the FAA INM software. In Panama City, AVCON designed a creative noise-reduction structure for airports to attenuate nighttime aircraft engine run-up activities.
- **Airport Wetland Permits and Mitigation:** It is not unusual for Florida airport projects to involve some form of wetland impact permitting and mitigation. AVCON has obtained Section 404 Dredge-&-Fill permits on airports and will work closely with the U.S. Army Corps of Engineers and the Suwannee River Water Management District to minimize costs and adverse impacts of any required mitigation. At Destin/Ft. Walton Beach Airport, AVCON obtained a Section 404 permit for the airport perimeter fence alignment and was able to complete the work under tight FAA grant funding deadlines.
- **Airport Stormwater Management:** AVCON's engineers are very effective at evaluating the most cost-effective stormwater design solutions to facilitate efficient permitting and to minimize delays in obtaining approvals. These designs include dry retention systems, wet detention systems, underground stormwater storage, and other approaches that best address the local site conditions. All stormwater improvements shall comply with FAA standards associated with minimizing wildlife attractants.
- **Gopher Tortoise Relocation:** The ecological communities in north Florida provide attractive habitat for the gopher tortoise and other protected species. AVCON has assisted airports in the relocation of tortoises as well as creative solutions to avoid mitigation costs. We are current on our understanding of the relocation process and have resources to comply with the state's most recent regulations on this work.

We continue to pay particular attention to the overall permitting processes and standards, as these generally have the greatest impacts on the successes of the projects at airports. Our knowledge and understanding of these permitting processes allows AVCON to facilitate timely approvals in assisting the airport and Taylor County in obtaining permits for capital improvements projects.

### Airport Permitting

AVCON has developed and/or updated an Environmental Resource Permit (ERP) for several public-use airports in Florida. These have included the airport-wide stormwater systems for Bob Sikes Airport, Naples Municipal Airport, Okeechobee Airport, and others. AVCON maintains a thorough understanding of Suwannee River Water Management District policies as well as FAA policies and will ensure that all drainage systems on the airport comply with SRWMD permit conditions and FAA Advisory Circular 150/5200-33B *Hazardous Wildlife Attractants On or Near Airports*.



Our northwest Florida office, established in 1998, has successfully applied our airport permitting services to commercial-use, general aviation, and military airports throughout Florida. Not only has this allowed us to develop excellent trusting relationships with your FAA and FDOT representatives administering grant funding for the Perry Foley Airport, our airport stormwater permitting experience with the various water management districts across the state is likely unmatched. AVCON recently coordinated with the Northwest Florida Water Management District (NFWFMD) staff for Phase I (stormwater) permitting and for Phase II (wetland) permitting. The AVCON Phase I stormwater permit recently obtained for an airport master stormwater plan at Bob Sikes Airport in Crestview is the second largest permit issued by the NFWFMD to date. Upon the District assuming ERP Phase II permitting responsibilities from the Florida Department of Protection in October of 2010, AVCON's same airport project also became the first wetland project evaluated by the NFWFMD under the new permitting rules.

### Regulatory Permitting Experience

Our experience with airport permitting extends beyond stormwater permitting; our projects routinely include wastewater, potable water, and local permitting requirements. A list of regulatory agencies AVCON has worked with for approvals on various aspects of airport projects include:

- Federal Aviation Administration Airports District Office – Orlando, Atlanta
- Federal Aviation Administration Southern Region Office – Atlanta
- U.S. Fish & Wildlife
- U.S. Army Corps of Engineers – Mobile, Jacksonville
- Florida Department of Transportation – Districts 1, 2, 3, 5, 7
- Florida Department of Environmental Protection – Wastewater, Potable Water, Air Quality, Stormwater
- Florida Fish & Wildlife Conservation Commission
- Suwannee River Water Management District
- Northwest Florida Water Management District
- St. Johns River Water Management District
- South Florida Water Management District
- Southwest Florida Water Management District



**WATER FOR NATURE**  
**WATER FOR PEOPLE**







## FAA/FDOT EXPERIENCE

We serve our airport clients with exceptional attention, quality, and care. Our ability to provide this level of service is based on our commitment to airports and the aviation industry, and our complete understanding of current FAA policies and design criteria. Having performed nearly every type of airport consulting service and airport project, AVCON and its partners are aware of the specific submittal and review processes necessary for agency approval, including FAA, FDOT, and other federal and state regulatory agencies. This knowledge and experience will enable us to establish and achieve aggressive—yet realistic—project schedules for the County, and will ensure project compliance with applicable standards.

We have established and maintained strong working relationships with staff of the FAA Orlando Airports District Office and the FDOT District II offices. These relationships are based on a high level of mutual trust and reliability. We are in constant dialogue with those contacts on project related issues, before and during a project, so there are no surprises at any level.



### Federal Aviation Administration

Your Project Manager, Mr. Lee Lewis, has worked with most of the Project Managers at the FAA Orlando ADO offices, including your Program Manager, Mr. Bill Farris, for the past 12 years. We have coordinated with Mr. Farris on nearly every type of airport consulting service and airport design project. Our relationship with Mr. Farris is outstanding and we have enjoyed working with him over the years.



### Florida Department of Transportation

Additionally, Mr. Lewis has worked directly with Mr. Roland Luster of FDOT District II on major planning and design projects for more than 20 years. AVCON has enjoyed a very professional working relationship with Mr. Luster and we are confident that this relationship will serve the County and Airport well from a funding and a project approval perspective.

Our regular communication, through telephone, emails, letters, and meetings, and our relationships with your program managers has proven successful for many airport projects over the years and for projects at Perry Foley Airport over the past five years.

## AVCON GRANT EXPERIENCE

For nearly 25 years, AVCON has worked with airports that receive FAA and state grants, both discretionary and entitlement. We are very knowledgeable of FAA design standards and guidelines, as well as regulations, rules, policies and procedures.

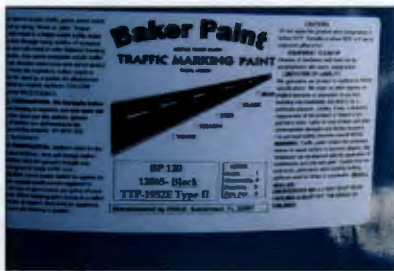
Our projects have interfaced with FAA staff at the Southern Region Office, as well as in the Orlando ADO. Examples demonstrating the wide range of airports served by AVCON while applying FAA AIP funds include Orlando International Airport, Northwest Florida Beaches International Airport, Orlando Sanford International Airport, Okaloosa County Airports, Blue Grass Airport (KY), Smith Reynolds Airport (NC), Asheville Regional Airport (NC), North Carolina Global TransPark (NC) and many others.

We have assisted in grant funding coordination and administration for many of our airport clients and airfield projects over the past two decades. These grants have included FAA AIP, Noise Funding, Property Acquisitions, DOT Grants, Economic Development Grants, REA grants for rural utility expansions, and others.



Examples of some recent successful grant applications are provided in the table below.

| Project Name / Location                                                        | Grant References                                                                                                                                                                          | Amount of Grants                                    |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Runway 18-36 Rehabilitation, Phase I</b><br>Perry Foley Airport             | Taylor County; Mr. Bill Roberts, Airport Manager, 850-838-3519<br>FAA AIP Funding; Mr. Bill Farris, FAA, 407-812-6331 x125<br>FDOT Aviation Funding; Roland Luster, FDOT-II, 386-961-7855 | Construction Cost<br>\$767,794 FAA<br>\$19,195 FDOT |
| <b>Taxiway A Widening &amp; Rehabilitation</b><br>Bob Sikes Airport, Crestview | Okaloosa County; Mr. Greg Donovan, Director, 850-651-7160<br>FAA AIP Funding; Mr. Bill Farris, FAA, 407-812-6331 x125<br>FDOT Aviation Funding; Phil Deal, FDOT-III, 850-415-9558         | \$5,300,000 FAA<br>\$2,600,000 FDOT                 |
| <b>Runway Study and ALP Update</b><br>Zephyrhills Municipal Airport            | City of Zephyrhills; Mr. Nathan Coleman, 813-780-0030<br>FAA AIP Funding; Mr. Richard Owen, FAA, 407-812-6331 x119<br>FDOT Aviation Funding;                                              | \$95,000 FAA<br>\$2,500 FDOT                        |
| <b>North Apron Rehabilitation</b><br>Bob Sikes Airport, Crestview              | Okaloosa County; Mr. Tracy Stage, Deputy Director 850-651-7160<br>Florida Office of Tourism, Trade & Economic Development (OTTED); Mr. Timothy Proctor, OTTED, 850-487-2568               | \$1,800,000 OTTED                                   |







## DBE PLAN

AVCON is an active proponent of advancing opportunities for Disadvantaged Business Enterprise (DBE) firms in its work and understands the need for these firms to participate in significant project elements to assist in their long-term development. AVCON is a certified minority-owned business and was previously certified as a DBE firm in Florida. We are committed to supporting opportunities for DBE firms not only because of our own history, but also because adherence to these principals is a cornerstone of our way of life as well as just good business sense.


We have chosen qualified firms for various elements of work to support the specific goals anticipated with this airport general consulting services assignment. Because geotechnical and material testing support has been a significant role in past projects and will continue to be an important part of future capital improvement projects on the airport, AVCON is pleased to recognize Cal-Tech Testing, Inc. as a major subconsultant for this work. They



**Cal-Tech Testing, Inc.**  
Foundations • Asphalt • Soils • Concrete  
EXCELLENCE IN ENGINEERING AND GEOSCIENCES

are certified as a DBE firm by the Florida Department of Transportation and will enable the County and AVCON to satisfy all "good faith" requirements to meet the County's current DBE goal of 4.78% as required for state and federal grants.

Their ability to support the team from their local offices as well as to participate in ongoing design meetings and related efforts will enable AVCON to obtain reliable geotechnical data for design work and to provide meaningful DBE participation.



**Florida Department of Transportation**

605 Suwannee Street  
Tallahassee, FL 32399-0450

RIK SCOTT  
GOVERNOR

ANANTH PRASAD, P.E.  
SECRETARY

August 4, 2011

ABBY STALVEY  
CAL-TECH TESTING INC  
3309 SW SR-247  
LAKE CITY FL 32024

ANNIVERSARY DATE - Annually on March 19

Dear Ms. Stalvey:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.


DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice) and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

[www.dot.state.fl.us](http://www.dot.state.fl.us) 







## PROOF OF INSURANCE

AVCON offers extended experience in not only providing quality construction documents, but also in administering construction projects with a focus on safety. Risk is mitigated through compliance with FAA policies regarding safety on airport projects. AVCON includes a detailed *Safety During Construction Plan* in all contract documents for airfield projects and requires contractors to adhere to the standards contained in the following FAA Advisory Circulars:

- AC 150/5370-2F *Operational Safety on Airport During Construction*
- AC 150/5200-18C *Airport Safety Self-Inspection*

Our approach to these types of projects will minimize risks for Taylor County; however, AVCON will maintain appropriate insurance coverage throughout this contract. The following pages provide evidence of professional liability and general liability insurance for AVCON.





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>ISU Suncoast Insurance Assoc</b><br><b>P.O. Box 22668</b><br><b>Tampa, FL 33622-2668</b><br><b>813 289-5200</b> | <b>CONTACT</b><br><b>NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): <b>813 289-5200</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------|--------------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
|                                                                                                                                       | <b>FAX</b><br>(A/C, No): <b>8132894561</b><br><b>E-MAIL</b><br><b>ADDRESS:</b><br><b>PRODUCER</b><br><b>CUSTOMER ID #:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURED</b><br><br><b>Avcon, Inc.</b><br><b>5555 E. Michigan Street; Suite # 200</b><br><b>Orlando, FL 32822-2779</b>              | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A : Catlin Insurance Co</b></td> <td style="text-align: center;"><b>19518</b></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A : Catlin Insurance Co</b> | <b>19518</b> | <b>INSURER B :</b> |  | <b>INSURER C :</b> |  | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                         | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER A : Catlin Insurance Co</b>                                                                                                | <b>19518</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER B :</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER C :</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |              |                    |  |                    |  |                    |  |                    |  |                    |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                    | ADDL | SUBR | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|----------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b>                                                                                                                                                                                                                                             |      |      |                      |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |      |      |                      |                         |                         |                                                                                                                                                                                          |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                                                                                                                                                                                          |      |      |                      |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                              |
|          | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                        |      |      |                      |                         |                         |                                                                                                                                                                                          |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$                                                                       |      |      |                      |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$                                                                                                                                           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                         |      |      |                      |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                         |
| <b>A</b> | <b>Professional Liability</b>                                                                                                                                                                                                                                        |      |      | <b>AED1981041012</b> | <b>10/06/2011</b>       | <b>10/06/2012</b>       | <b>\$1,000,000 per claim</b><br><b>\$1,000,000 annl aggr.</b>                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability coverage is written on a claims-made and reported basis.

**CERTIFICATE HOLDER****CANCELLATION**

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>ISU Suncoast Insurance Assoc</b><br><b>P.O. Box 22668</b><br><b>Tampa, FL 33622-2668</b><br><b>813 289-5200</b> |              | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 813 289-5200</b><br><b>FAX (A/C, No): 8132894561</b><br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #:</b>                                                                                                                                                                                                                                                                                                                                                                                         |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|------------------------------------------------|--------------|----------------------------------------|--------------|----------------------------------------------------|--------------|--------------------|--|--------------------|--|--------------------|--|
| <b>INSURED</b><br><b>Avcon, Inc.</b><br><b>5555 E. Michigan Street; Suite # 200</b><br><b>Orlando, FL 32822-2779</b>                  |              | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Travelers Indemnity Company</b></td> <td><b>25658</b></td> </tr> <tr> <td><b>INSURER B : Catlin Insurance Co</b></td> <td><b>19518</b></td> </tr> <tr> <td><b>INSURER C : Travelers Indemnity Co of Ameri</b></td> <td><b>25666</b></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A : Travelers Indemnity Company</b> | <b>25658</b> | <b>INSURER B : Catlin Insurance Co</b> | <b>19518</b> | <b>INSURER C : Travelers Indemnity Co of Ameri</b> | <b>25666</b> | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                         | NAIC #       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER A : Travelers Indemnity Company</b>                                                                                        | <b>25658</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER B : Catlin Insurance Co</b>                                                                                                | <b>19518</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER C : Travelers Indemnity Co of Ameri</b>                                                                                    | <b>25666</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>                                                                                                                    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>                                                                                                                    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>                                                                                                                    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                               |        |                                                |              |                                        |              |                                                    |              |                    |  |                    |  |                    |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                                                                              | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                | ADDL SUBR INSR WVD | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------|-------------|------------------------------|-------------|--------------------------------|-------------|-------------------|-------------|------------------------|-------------|--|----|
| <b>A</b>                                                                                              | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> |                    | <b>6801B301123</b>   | <b>01/01/2012</b>       | <b>01/01/2013</b>       | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE                                                                                       | \$1,000,000            | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 | MED EXP (Any one person)     | \$10,000    | PERSONAL & ADV INJURY          | \$1,000,000 | GENERAL AGGREGATE | \$2,000,000 | PRODUCTS - COMP/OP AGG | \$2,000,000 |  | \$ |
| EACH OCCURRENCE                                                                                       | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                                             | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| MED EXP (Any one person)                                                                              | \$10,000                                                                                                                                                                                                                                                                                                                                                         |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PERSONAL & ADV INJURY                                                                                 | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| GENERAL AGGREGATE                                                                                     | \$2,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PRODUCTS - COMP/OP AGG                                                                                | \$2,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| <b>C</b>                                                                                              | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b><br><input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b><br><input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                 |                    | <b>BA8A761085</b>    | <b>01/01/2012</b>       | <b>01/01/2013</b>       | <table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>                                                                                                  | COMBINED SINGLE LIMIT (Ea accident)                                                                   | \$1,000,000            | BODILY INJURY (Per person)                | \$          | BODILY INJURY (Per accident) | \$          | PROPERTY DAMAGE (Per accident) | \$          |                   | \$          |                        | \$          |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                                                   | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per person)                                                                            | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| BODILY INJURY (Per accident)                                                                          | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| PROPERTY DAMAGE (Per accident)                                                                        | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| <b>A</b>                                                                                              | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DEDUCTIBLE</b><br><input checked="" type="checkbox"/> <b>RETENTION \$ 10,000</b>                                             |                    | <b>CUP008A764179</b> | <b>01/01/2012</b>       | <b>01/01/2013</b>       | <table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>                                                                                                                                                                                                                                                    | EACH OCCURRENCE                                                                                       | \$4,000,000            | AGGREGATE                                 | \$4,000,000 |                              | \$          |                                | \$          |                   |             |                        |             |  |    |
| EACH OCCURRENCE                                                                                       | \$4,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| AGGREGATE                                                                                             | \$4,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
|                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                               |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| <b>A</b>                                                                                              | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y/N</b><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | <b>N/A</b>         | <b>UB3817T391</b>    | <b>01/01/2012</b>       | <b>01/01/2013</b>       | <table border="1"> <tr><td><input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b></td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>                                                                                         | <input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> |                        | E.L. EACH ACCIDENT                        | \$1,000,000 | E.L. DISEASE - EA EMPLOYEE   | \$1,000,000 | E.L. DISEASE - POLICY LIMIT    | \$1,000,000 |                   |             |                        |             |  |    |
| <input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> |                                                                                                                                                                                                                                                                                                                                                                  |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. EACH ACCIDENT                                                                                    | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                                            | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| E.L. DISEASE - POLICY LIMIT                                                                           | \$1,000,000                                                                                                                                                                                                                                                                                                                                                      |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| <b>B</b>                                                                                              | <b>Professional Liability</b>                                                                                                                                                                                                                                                                                                                                    |                    | <b>AED1981041012</b> | <b>10/06/2011</b>       | <b>10/06/2012</b>       | <table border="1"> <tr><td>\$1,000,000 per claim</td></tr> <tr><td>\$1,000,000 annl aggr.</td></tr> </table>                                                                                                                                                                                                                                                                                                                                     | \$1,000,000 per claim                                                                                 | \$1,000,000 annl aggr. |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| \$1,000,000 per claim                                                                                 |                                                                                                                                                                                                                                                                                                                                                                  |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |
| \$1,000,000 annl aggr.                                                                                |                                                                                                                                                                                                                                                                                                                                                                  |                    |                      |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                       |                        |                                           |             |                              |             |                                |             |                   |             |                        |             |  |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Professional Liability coverage is written on a claims-made and reported basis.**

## CERTIFICATE HOLDER

## CANCELLATION

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*





## SUMMARY



Since 2007, AVCON has been continuously involved with the successful development and progress of the existing airport program for Perry Foley Airport. Over the past five years, AVCON has cost-effectively improved the airport's infrastructure, implemented new revenue-generating hangar development, and coordinated future improvement strategies in conjunction with the Airport Advisory Committee (AAC).

Through an effective and coordinated airport engineering and planning team, AVCON provides Taylor County with a full-service solution to the airport engineering projects anticipated for the Perry Foley Airport. Our record is exemplary and we proudly encourage you to discuss our abilities with our past and present airport clients. The following highlights summarize some of the key features of AVCON and our team assembled for this contract:

**1. Project Understanding:** AVCON has the knowledge to perform every type of project anticipated under this role with specific attention to the issues affecting your airport. We have successfully worked with the Taylor County staff and have demonstrated our passion to achieve the County's objectives. We not only understand the physical characteristics of the airport facilities, but also the concerns of the airport users, airport neighbors, local industry, and the region. This understanding includes detailed knowledge of:

- Current airport objectives of Taylor County and the Airport Advisory Committee
- Current strategies of the Taylor County Development Authority
- Existing airfield pavement conditions at Perry Foley Airport
- Existing navigational aids and the potential for improved capabilities
- Specific areas of environmental concern and methods to minimize adverse impacts
- FAA and FDOT District II airport funding programs
- Operational characteristics of current airport users
- Potential airspace constraints
- Factors influencing past airport decisions
- Land use regulations in the airport vicinity
- Surface transportation access issues
- Stormwater management facilities
- Existing water, sanitary, and other utility systems
- Specific features of the currently approved Airport Layout Plan (last updated by AVCON)

**2. Project Management:** For this assignment, AVCON will maintain the same structure that has so well served the County for the past five years. Mr. Lee Lewis will continue to serve as your Project Manager under this agreement and will be accountable for ensuring timely and high-quality services as well as the complete satisfaction of Taylor County. He has successfully served as Project Manager for your recent five-year consulting agreement at Perry Foley Airport and for similar general consulting contracts at airports throughout Florida. As a result, AVCON continues a long-term relationship with your staff and airport staffs throughout the state.

Mr. Lewis will remain supported by Mr. John Collins who will serve as a Deputy Project Manager for this role. Both have worked directly and efficiently with each member of your administrative staff and these relationships will remain invaluable in ensuring that the concerns of your staff are considered in each and every project performed.



Applying AVCON's quality review processes and our uncompromised care in providing the best service to our airport clients, we will manage each project with an efficiency and effectiveness your staff deserves. We are committed to maintaining the same effectiveness the County has experienced over the last five years.

3. **Qualified Team:** The engineering and consulting capabilities provided by our staff and by the members of our team are our most obvious strengths. In addition to our strong technical abilities related to pavements, stormwater, permitting, airfield lighting, and hangar development, the AVCON Team provides Taylor County with a group of aviation professionals and diverse specialists to address the airport's goals and every aspect of each project assigned under this contract.
4. **Innovation:** AVCON continues to develop innovative applications for airport projects and continues to contribute to the review and development of various new FAA design standards. Examples include our contributions in airfield lighting lightning protection criteria, navigational aids, LED lighting systems, and pavement design and repairs to provide long-lasting low-maintenance facilities for airports. Our recent work with asphalt technology is expected to influence or completely revise the way our military and civilian airports construct aircraft apron pavements in the future. AVCON has been instrumental in the successful coordination, sequencing and implementation of expedited construction techniques to minimize disruption to airport operations and runway downtime.
5. **Quality Control:** Client satisfaction is the true measure of a consultant's performance. AVCON has a written Quality Assurance/Quality Control Plan that is applied to all projects we develop and this plan is modified and adapted as required to meet specific project needs. In addition to AVCON's in-house QA/QC Program, we utilize our wide range of experienced engineers to conduct independent constructability reviews of our plans and specifications, adding value engineering to the project from its inception. Taylor County can expect and will receive the high-quality deliverables that AVCON has provided in the past.
6. **Agency and Grant Experience:** Our ability to identify innovative funding strategies and to maximize the effectiveness of airport funds through traditional and non-traditional sources is a significant asset. AVCON was instrumental in minimizing the County's funding participation in the most recent improvement projects at the airport. For the T-hangar development, the marking & signage project, and Phase I of the Runway 18-36 rehabilitation, the County's share of the construction costs were limited to 1.60% of the total construction costs. Through our efforts, the FAA has recently concurred that the County will no longer be required to participate at half of the non-federal share for federal projects. This will effectively eliminate Taylor County funding on future airport projects. Our knowledge of FAA, FDOT, FDEP, Army Corps of Engineers, and other agency approval requirements will assist the airport in moving forward with its program.





7. **Minimizing Risks:** AVCON recognizes that the development of the Perry Foley Airport is largely based on funding by the FAA and FDOT. As a result, we have minimized financial risks to the County, by performing certain services at no risk to the County and by withholding invoices for our contracted services until federal or state reimbursement is assured. We have performed studies, such as the Primary Runway Justification report, at our own risk and routinely assist airport management in attending meetings, developing strategies, and developing project budgets at no cost to the County. This added value provided will be invaluable as state and federal budgets continue to tighten.
8. **Competitive Fees:** Notwithstanding the added value that AVCON continues to offer the County, AVCON continues to provide our services at competitive fees. We have routinely compared well with independent fee estimates as required by FAA for larger design and planning projects and we will always ensure that the County is satisfied with the scope and corresponding fees prior to beginning work that will be compensated by the County.
9. **Satisfaction Guaranteed:** AVCON takes extreme pride in ensuring the complete satisfaction of Taylor County and your impressive staff of individuals. We trust that you have been satisfied with our services to date and we strongly encourage you to contact our references to verify our success and dedication.

It has been a privilege to serve Taylor County for the past five years and we offer our full unconditional attention and support to maximizing the economic contributions of the Perry Foley Airport to the community. The future of the Perry Foley Airport as a major economic contributor to the County and the surrounding regions continues to improve. We look forward to extending our long-term relationship and proudly working with your airport staff to ensure this momentum at the airport continues.





Proposal to Provide  
Airport General  
Consulting Services

September 17, 2012



PERRY FOLEY  
AIRPORT  
TAYLOR COUNTY,  
FLORIDA

*"The future begins here..."*



**Passero Associates, LLC**

13453 N. Main Street, Suite 104 | Jacksonville, FL 32218

Office: 904.757.6106 | Fax: 904.757-6107 | [www.passero.com](http://www.passero.com)

in association with:

Cal-Tech Testing, Inc. (DBE) and Delta Professional Land Services, LLC



TABLE OF CONTENTS

Section 1 | Transmittal Letter

Section 2 | Company Overview

Section 3 | Project Manager and Staff

Section 4 | Project Team

Section 5 | Representative Projects

Section 6 | Environmental / Permitting Experience

Section 7 | FAA / FDOT Experience

Section 8 | DBE Plan

Section 9 | Proof of Insurance

Section 10 | Summary



# Passero Associates

Engineering Architecture

13453 N. Main Street, Suite 104  
Jacksonville, FL 32218

[www.passero.com](http://www.passero.com)

904-757-6106

904-757-6107 Fax

September 17, 2012

Ms. Melody Cox  
County Grants Administrator  
Taylor County  
201 E. Green Street, Perry, FL 32347

**Re: Airport Engineering Consultant  
Perry Foley Airport**

Dear Ms. Cox:

This Proposal outlines Passero Associates' extensive experience and expertise offered to serve the Taylor County Commission for the General Engineering Airport Consultant assignments at Perry Foley Airport.

Passero Associates is **ideally positioned to serve as your airport engineer immediately**, without missing a step in the planning and development process. Here are just a few of the reasons why:

- Passero Associates offers Don Ramdass as your project manager for this contract. **Don has over twenty-three years consulting experience at general aviation airports in Florida, two of which have been spent working with the Taylor County Commission while employed at a different company on the design, permitting and construction management of the Perry Foley GA Terminal.**
- Passero Associates Team Experience: Our team consists of talented personnel, including Andrew Holesko, CM; Don Ramdass; Patrick Honoré, PE; Matt Singletary, PE; Dave Harris, Sara Massey, CM; and additional members of our team that have **over 20 years of individual experience at general aviation airports in Florida.** This experience has resulted in successful relationships with the clients' team, including airport, municipal, and federal personnel; successful non-traditional funding; significant project accomplishments; numerous awards and increased service and activity at all of these airports. Passero has teamed with Cal-Tech Testing, Inc. (DBE) and Delta Professional Land Services, LLC to provide services at Perry Foley Airport.



We are excited about the opportunity to be a Technical Team member with the Taylor County Commission for Perry Foley Airport's improvements, and to providing the highest level of service, which Airport Staff and tenants will be accustomed to receiving.

If you have any technical questions, please do not hesitate to contact Don Ramdass, your project manager, at (904) 557-6285.

Sincerely yours,

Andrew M. Holesko, C.M.  
Vice President

Don Ramdass  
Program Manager / Associate

## FIRM BACKGROUND



Jacksonville, FL



St. Augustine, FL

Passero Associates (PA), established in 1972, is a 90+ person, full-service professional consulting firm providing planning, engineering, architectural design, surveying, program management and construction administration services. Our planning, engineering and architectural staff possess the range of skills and experience needed to manage your project, from concept design through construction.

With more than 40 years of providing clients with planning, engineering, and architectural services, PA has developed expertise in:

- Airport Improvements
- Road Improvements
- Municipal Buildings
- Commercial Developments
- Residential Developments
- Industrial Developments
- Institutional Developments
- Infrastructure Improvements

### History of Service

For over 30 years, PA has been providing aviation consulting services at more than 30 airports throughout the eastern United States. Through the firm's extensive experience in aviation planning, engineering, architecture, environmental engineering, grants administration and program management, PA has developed an expertise for almost any conceivable aviation project. This technical expertise, coupled with the firm's total commitment to providing value through service and quality, has propelled the firm's reputation as a leader in the aviation consulting services industry.

Passero Associates is properly licensed in the state of Florida. Copies of the firm's licenses follow.

#### Jacksonville, FL

13453 N. Main Street, Suite  
104  
Jacksonville, FL 32218  
Office: (904) 757-6106  
Fax: (904) 757-6107  
aholesko@passero.com

#### St. Augustine, FL

4730 Casa Cola Way,  
Suite 112  
St. Augustine, FL 32095  
Office: (904) 209-0870  
Fax: (904) 824-1655  
aholesko@passero.com

### Principals

Gary Passero, PE, REM, F.ASCE — CEO

Wayne Wegman, PE — President

Andrew Holesko, CM — Vice President in  
Charge of Florida Operations





## AVIATION SERVICES



For over 30 years, Passero Associates (PA) has been providing aviation consulting services (primarily at General Aviation and Small Commercial Service airports) at more than 30 airports throughout the eastern United States. Through the firm's extensive experience in airport and aviation planning, engineering, architecture, environmental engineering, grants administration and program management, PA has developed an expertise for almost any conceivable aviation project. This technical expertise, coupled with the firm's total commitment to providing value through service and quality, has propelled the firm's reputation as a leader in the aviation consulting services industry.

### Passero Associates provides the following types of services:

- Preparing independent cost estimates for federally funded projects.
- Preparing and submitting applications to obtain federal, state, and other grant funds.
- Creating and updating 5-Year Joint Automated Capital Improvement Programs (JACIP) for review and approval by the FAA and FDOT.
- Preparing DBE Plans and annual updates.
- Conducting topographical boundary field surveys.
- Completing cost-effective design, plans, and specifications for construction of airport buildings, aprons, taxiways, runways and fencing projects.
- Managing all aspects of the construction process.
- Preparing all necessary project closeout paperwork and obtaining final payment from FAA and FDOT.
- Preparing independent cost estimates for federally funded projects.
- Developing and updating airport master plans and airport layout plans (ALPs).
- Assisting with the implementation of economic development initiatives.
- Managing/coordinating public hearings and public information programs.
- Identifying and assessing needs and requirements necessary to meet current state and FAA advisory and design standards.
- Completing federal and state environmental reviews for development projects.
- Managing all aspects of land acquisition projects.
- Identifying FAR Part 77 "obstructions," and preparing obstruction treatment programs.



## FLORIDA PROJECTS AND LICENSING

### ACTIVE PASSERO PROJECTS



### State of Florida Department of State

I certify from the records of this office that PASSERO ASSOCIATES, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on March 19, 1999.

The document number of this limited liability company is L99000001573.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 5, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirtieth day of April, 2012

*Ken Putnam*  
Secretary of State



Authentication ID: 608225134576-041312-L99000001573  
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
(<https://offin.sosbiz.org/certauthver.htm>)

### State of Florida Board of Professional Engineers Passero Associates

is authorized under the provisions of Sections 471, 472, and 473, Florida Statutes, to offer engineering services to the public through a Professional Engineer, as provided under Chapter 471, Florida Statutes.

#### Certificate of Authorization

EXPIRATION: 2/28/2013  
AUDIT NO: 228291382329

CA. LIC. NO:  
3428

ACA 5655513

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN

REG# L1167280139

07/15/2011 110010148 JAZ4002324  
The ARCHITECT CORPORATION  
Headed below is CERTIFIED  
Under the provisions of Chapter 482 FS.  
Expiration date: FEB 28, 2013

PASSERO ASSOCIATES ENGINEERING ARCHITECTURE & SURVEYING  
108 LIBERTY POLE WAY  
ROCHESTER NY 14604

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LARSON  
SECRETARY



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2000 Apalachee Pkwy Tallahassee, Florida 32399-6200

License No.: LB7395  
Expiration Date: February 28, 2013

#### Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes

PASSERO ASSOCIATES LLC  
13453 N. MAIN ST., STE 101  
JACKSONVILLE, FL 32218

*Adam H. Putnam*  
ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





## AIRPORT SERVICE TEAM

### DON K. RAMDASS - PROJECT MANAGER



- BS, Aviation Business Administration, Embry Riddle Aeronautical University, Daytona Beach, Florida - 1987
- BS, Aircraft Engineering Design Technology, Embry Riddle Aeronautical University, Daytona Beach, Florida - 1987

Telephone: 904.757.6106 | Email: dramdass@passero.com

Don will serve as the project manager for the Perry Foley airport's continued improvements. He has over 23 years of aviation consulting experience, specifically at General Aviation Airports in the State of Florida. He has completed many Master Plan/ALP Updates, conceptual designs and permitting for hangars / corporate hangars, general aviation terminals, taxiway/runway/apron extensions, pavement rehabilitations, industrial park developments, and NAVAIDS. He has managed small and large multidisciplinary teams. Don's grant application success has resulted in \$120 million in FAA funds and \$100 million in state funds for airport projects in the state of Florida. Specifically at Perry-Foley Airport, Don worked with Slone Associates, Construction Contractor on the design, permitting and construction management of the Perry Foley General Aviation Terminal in 2004.

Additionally, he has over 13 years of working experience with Roland Luster of FDOT District (2) Office and well over 23 years working with Richard Owen at the FAA-ADO in Orlando. These working relationships have transitioned into friendships, thus Don's ease in working with these professionals.

#### Don has provided professional services for the following airports:

Lake City Gateway Airport, DeLand Municipal Airport, Northeast Florida Regional Airport, Gainesville Regional Airport, Cross City Airport, Williston Municipal Airport, Keystone Airpark, Cedar Key Airport and Suwannee County Airport.



### Andrew M. Holesko, CM — Principal-In-Charge

Andrew has more than 26 years experience in aviation, business, operations, and program management and has been involved in more than 50 airport planning and development projects at over 30 General Aviation, regional and air carrier airports in eleven states. Andrew is responsible for the planning and development of a wide range of aviation, municipal, environmental, economic development, transportation and business development projects. His responsibilities include managing all phases of planning and development projects, including program management, financing, administration, design construction and closeout.

#### Education:

MBA, Transportation, Syracuse University

BS, Aviation Business Administration, Embry-Riddle Aeronautical University

26 Years of  
experience  
in aviation,  
transportation  
and development.

#### Andrew has provided professional services for the following airports:

Lake City Gateway Airport, Pensacola Regional Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport, Williston Municipal Airport and Cecil Field Airport.



## AIRPORT SERVICE TEAM



26 Years of experience in aviation, transportation and construction management.

### David Harris — Senior Construction Inspector

David has over 26 years professional experience as a Senior Construction Inspector, Technical Engineer, and Construction Inspector in the construction of airports, roadways, bridges, and drainage projects throughout the Eastern United States. His responsibilities have included inspecting airfield pavement rehabilitation, steel girder bridges, new roadway construction, SE wall installations, vibro-column installation and drainage installations. He has also inspected drilled shafts, substructures, pile drillings and superstructure.

David has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport, Williston Municipal Airport and Keystone Airpark.



12 Years of experience in aviation and engineering.

### Patrick Honoré, PE — Senior Airport Engineer

Patrick has over 12 years of broad professional experience in civil engineering, with a diverse background in project management, highway and airport design, traffic engineering, and construction administration services. He holds a Masters in Civil Engineering from City College of New York and has completed numerous projects at general aviation and commercial service airports in Florida and New York.

#### Education:

MS, Civil Engineering, City College of New York  
BS, Civil Engineering, City College of New York

Patrick has provided professional services for the following airports:

Lake City Gateway Airport, Southwest Florida International Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport, Williston Municipal Airport, Cross City Airport and Page Field Airport.



Over 20 years of experience in aviation and site engineering.

### Christopher Nardone, RA — Architect / Building Construction Manager

Christopher has over 20 years of Architecture/Building Construction experience as a project leader responsible for all aspects of design and construction management, including expertise in multi-million dollar projects for private and government projects. Christopher has served as a Project Manager during all phases of design and development of complex airport, municipal, residential, commercial, educational, medical, industrial and transportation facilities.

#### Education:

Bachelor of Architecture, New York Institute of Technology, New York

Chris has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport and Palatka Municipal Airport.





## AIRPORT SERVICE TEAM



7 Years of experience in aviation, environmental factors and legislation.

### Sara Massey, CM — Aviation Planner / Grants

Sara has over seven years experience in aviation. She has a strong regulatory background in aviation security, safety and environment, previously working with Airports Council International (ACI) in Washington D.C. She has worked closely with several regulatory agencies and has been involved in critical regulatory updates including, but not limited to the Environmental Protection Agency's Spill Prevention Control and Countermeasures update and amendments, Effluent Guidelines Study, Potable Water; Federal Aviation Administration's Wildlife Attractants on or near airports; Transportation Security Administration Recommended Security Guidelines for Airport Planning Design and Construction and Cargo Rule. Sara is responsible for planning and development of a wide range of aviation projects as well as grants administration.

#### Education:

BS, Professional Aeronautics, Embry-Riddle Aeronautical University

#### Sara has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Keystone Airpark, Palatka Municipal Airport and Williston Municipal Airport.



Over 10 years of experience in aviation and engineering.

### Matt Singletary, PE — Civil / Site Engineer

Matt is a civil engineer with a major focus on the infrastructure development aspects of airport projects. He has approximately ten years of experience in the engineering/construction field.

#### Education:

MS, Civil Engineering, Florida State University, Tallahassee, FL

BS, Civil Engineering, Florida State University, Tallahassee, FL

#### Matt has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport, Williston Municipal Airport and Keystone Airpark.



6 years of experience in aviation and site engineering.

### Alexis Schmidt, EI — Airport Engineer

Ms. Schmidt is a seasoned civil engineer with over six years of experience in aviation, highway, municipal and site projects, including work in airport design and administration.

#### Education:

BS, Civil Engineering, Colorado School of Mines

#### Alexis has provided professional services for the following airports:

Northeast Florida Regional Airport, Palatka Municipal Airport (Kay Larkin Field) and Cross City Airport.



## AIRPORT SERVICE TEAM



25 Years of experience in aviation, transportation, and development.

### William (Bill) Reid — Senior CAD Designer

William, Senior CAD Designer, has more than 25 years of drafting, design and CAD experience in both Microstation and AutoCAD formats. William leads all design efforts and coordinates all design documents for Airport Civil Engineering, Grading and Drainage projects, Hangar Building projects, Marina and Parks and Recreation projects.

#### Education:

BS, Geology, University of Georgia

#### Bill has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport and Williston Municipal Airport.



Over 20 Years architectural experience.

### Peter Wehner, AIA, LEED® AP BD+C, NCARB — Associate / Senior Project Architect

Peter is a Licensed Professional Architect with over 20 years of Architectural design expertise for various types of projects including: Aviation, Real Estate Development, General Construction, Design-Build, and new and renovation projects. Peter is also experienced in the areas of site selection, feasibility studies, conceptual designs, space planning, programming, budgeting, consultant selection and management, design management and construction management for multiple clients, as well as large design and construction ventures. Pete has recently completed the LEED for New Construction and Major Renovation Technical Review Workshop.

#### Education:

Master of Architecture Degree and Bachelor of Arts Degree, Design - Clemson University, Clemson, SC

#### Peter has provided professional services for the following airports:

Lake City Gateway Airport, St. Augustine-St. Johns County Airport, Palatka Municipal Airport and Gainesville Regional Airport.



Over 25 Years architectural experience.

### Mira Mejibovsky, AIA, LEED® AP BD+C Senior Project Architect

Mira is a Licensed Professional Architect with over 25 years of experience in a wide variety of architectural projects including educational, commercial, residential, health care and retail ranging from new construction to adaptive re-use and restoration of historically significant buildings.

Over the years of her career, Mira has led design teams on numerous architectural projects and has been involved in all phases in project development, specifically project management, feasibility studies, programming, schematic design, construction documents and construction administration services.

#### Education:

Master of Architecture, Moscow Architectural Institute, Moscow, USSR  
Building Construction Courses, Rochester Institute of Technology, Rochester, NY

#### Mira has provided professional services for the following airports:

Northeast Florida Regional Airport, Gainesville Regional Airport and Palatka Municipal Airport.





## AIRPORT SERVICE TEAM



12 Years of experience in aviation, transportation and construction management.

### Michael Cornell — Senior Construction Inspector

Michael has over 12 years professional experience as a Senior Construction Inspector, Technical Engineer, and Construction Inspector in the construction of airports, roadways, bridges, and drainage projects throughout Florida. His responsibilities have included inspecting building construction, airfield pavement rehabilitation, and new roadway construction.

#### Certifications/Registrations

- CTQP Asphalt Level I and II
- CTQP Earthwork Level I and II
- ACI Concrete Field Testing Level I
- CTQP Pile Driving
- CTQP Drilled Shaft Intermediate MOT

Michael has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport, Williston Municipal Airport and Keystone Airport.



Over 35 Years of Construction Inspection experience

### Terry Siekers — Construction Inspector

Terry is a seasoned civil/site designer with extensive permitting experience on projects throughout North and Central Florida. He has also seen his designs through, by providing construction inspection services on their construction. He has over 35 Years of experience in aviation, civil/site design, and permitting and construction administration services.

#### Education:

Trenton State Junior College and Clemson College

Terry has provided professional services for the following airports:

Lake City Gateway Airport, Hernando County Airpark, Keystone Airport, Williston Airport, Gainesville Regional Airport and Fernandina Beach Airport.



20 years of experience in Grants and FAA Reporting

### Fran Brigham — Grants Administrator/Finance

Fran has over 20 years of experience in financial, legal, and corporate operations. Fran is responsible for administering all grants on behalf of Passero's airport sponsors. A partial listing of the services she provides includes:

Preparation of Grant Application Packages - Preparation, Submission, and Monitoring of State and Federal Payment Requests - Create and Update Disadvantaged Business Enterprise (DBE) Programs - Compile and Prepare Necessary Documents to Close Out Projects and Grants.

#### Education

BS, Economics & Management, St. John Fisher College

Fran has provided professional services for the following airports:

Lake City Gateway Airport, Northeast Florida Regional Airport, Fernandina Beach Municipal Airport, Gainesville Regional Airport, Palatka Municipal Airport and Williston Municipal Airport.





REFERENCES

**Project Manager:** Don Ramdass

**Williston Municipal Airport:** Taxiways B, E, and D 1  
Taxiway A  
Corporate Hangar Permitting  
Additional Aprons  
Fuel Farm Developments  
Grants

**Contact:** Adam Hall, City Planner  
Halla@ci.williston.fl.us  
(352) 528-3060

---

**Cross City Airport:** Airfield Improvements  
MITLs on Taxiway A  
Runway 13-31 MIRLs  
Runway 13-31 PAPIs  
Airfield Signage  
Vault Upgrades  
Rotating Beacon  
Grants

**Contact:** Mike Cassidy, County Manager  
dixiecm51@bellsouth.net  
(352) 498-1426

---

**Lake City Gateway Airport:** Apron Rehabilitation  
CHC Access Road  
PAPIs on Distance To Go Markers on Runway 10-28  
Runway 28 Turnaround repairs  
TIMCO Taxiway Repair  
Master Plan Update  
New GA Terminal  
Grants

**Contact:** Grayson Cason, Assistant City Manager  
casong@lcfra.com  
(386) 719-5760



## REFERENCES

### Other PA Aviation Staff

#### **Northeast Florida Regional Airport at St. Augustine**

Multitude of Engineering, Planning, Environmental, Architecture, Construction support Services and Grants Projects.

**Contact:** Ed Wuellner, AAE, Executive Director  
erw@sgj-airport.com  
(904) 209-0090

---

#### **Palatka Municipal Airport**

Multitude of Engineering, Planning, Environment, Architecture, Construction Support Services and Grant Projects.

**Contact:** Michael Czmbor, City Manager  
mczymbor@palatka-fl.gov  
(386) 329-0100

---

#### **Fernandina Beach Municipal Airport**

Multitude of Engineering, Planning, Environmental, Architecture, Construction Support Services and Grant Projects.

**Contact:** Joe Gerrity, City Manager  
jgerrity@fbfl.org  
(904) 277-7300



# AIRPORT TEAM ORGANIZATION CHART



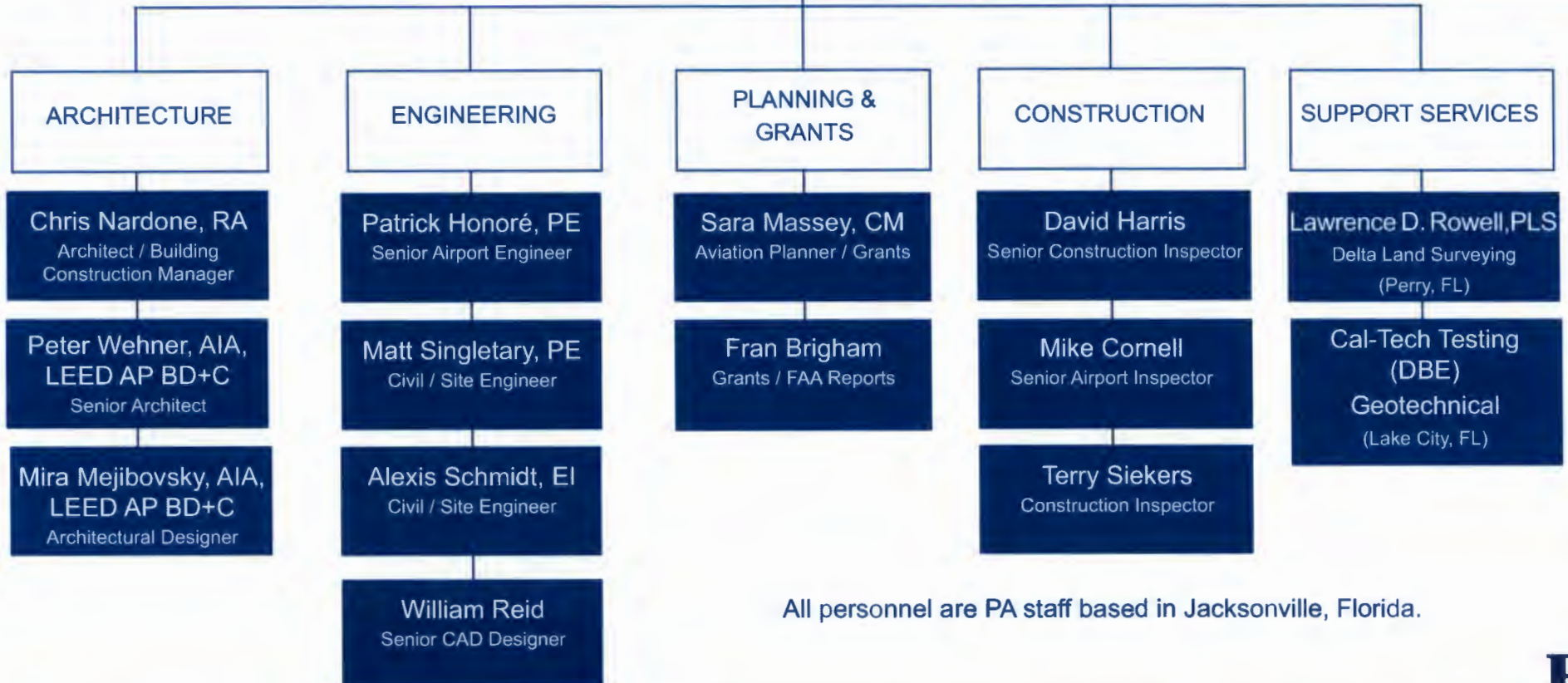
## Taylor County Commission

Jack Brown, County Administrator  
Melody Cox, Grant Administrator  
Bill Roberts, Airport Manager

Roland Luster  
FDOT District (2)  
Bill Farris  
FAA-ADO

Don Ramdass  
Program Manager

Andrew Holesko, CM  
Quality Assurance/Quality Control



All personnel are PA staff based in Jacksonville, Florida.



## SUPPORT SERVICES

## Cal-Tech Testing, Inc.

Cal-Tech Testing, Inc. was established as an engineering and construction materials testing firm in 1980 by Calvin and Linda Creamer and is headquartered in Lake City, Florida, with an office in Jacksonville, Florida. The firm has followed the philosophy of delivering quality service in a timely manner based on state-of-the-industry field testing and data gathering techniques. The company has developed by following the philosophy of maintaining orderly growth through a stable base of repeat clientele. Cal-Tech Testing, Inc. has actively provided construction material testing services to the construction industry in concrete, soil and asphalt for twenty nine years. We are actively involved in FDOT Construction Engineering and Inspection (CEI) projects throughout North Florida and we continue to work on Airports in Florida and Georgia. Our personnel are certified by FDOT, ACI, CMEC, AWS and other appropriate agencies and are familiar with many construction techniques and procedures. Cal-Tech maintains fully operational drill rigs for performance of: Standard Penetration Test Borings, Auger Borings, Rock Coring and Monitoring Well Installation. We also perform Dynamic Cone Penetrometer, Static Cone Penetrometer and Foundation Evaluation, Design and Recommendation. Other tests include Field Permeabilities, Double-Ring Infiltrometer, Consolidations, Sinkhole Remediation and many more.

P.O. Box 1625 • Lake City, FL 32056  
 4784 Rosselle Street • Jacksonville, FL 32254  
 2230 Greensboro Highway • Quincy, FL 32351

Tel. (386) 755-3633 • Fax (386) 752-5456  
 Tel. (904) 381-8901 • Fax (904) 381-8902  
 Tel. (850) 442-3495 • Fax (850) 442-4008



## Delta Professional Land Services, LLC (DELTA)

DELTA has been in the Surveying business since 1983. We have earned a reputation in North Florida and South Georgia for providing high quality surveys that meet stringent quality requirements and condensed project schedules. Our clients include cities, counties, state, and federal agencies, utilities and engineering firms in addition to private landowners and companies.

## Mailing Address:

Delta Professional Land Services, LLC  
 P. O. Drawer No. 1  
 Shady Grove FL 32357  
 Phone (850) 584-2849  
[www.deltalandsurvey.vpweb.com](http://www.deltalandsurvey.vpweb.com)

## Office Physical address:

Delta Professional Land Services LLC.  
 114 West Green Street  
 Perry, FL 32347  
 (850) 584-2849  
 email: [ldrdelta@fairpoint.net](mailto:ldrdelta@fairpoint.net)

Delta Land Surveyors  
 440 South Jefferson St.  
 Monticello, Florida 32347  
 (850) 997-0301

DELTA is registered with the Florida Secretary of State as a Limited Liability Company

Delta Professional Land Services is a Veteran Owned Business.



## LAKE CITY MUNICIPAL AIRPORT

Lake City, FL



**Contact:**

Grayson Cason  
Assistant City Manager  
(386) 719-5760

**Client:**

Lake City Municipal  
Airport

**Total Funding Received:**

\$3,601,243.42

**Years Client Served:**

2009-present

**Project Manager:**

Andrew Holesko, CM/  
Don Ramdass/  
Mary Kay Genthner, PE/  
Peter Wehner, AIA,  
LEED AP  
Chris Nardone, RA



### Five Year Work Summary

| Fiscal Grant Year      | Primary Funding Source | Project                                                                         | Services Provided                                                        | Project Cost                 | Completion Date |
|------------------------|------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------|-----------------|
| 2009                   | State/FAA              | Taxilane Improvements around Hangars with New MITLs and Airfield Guidance Signs | Grants/Planning/Engineering/Bidding/Construction Administration Services | \$80,000 Design Grant        | 2009            |
|                        |                        |                                                                                 |                                                                          | \$780,000 Construction Grant | 2010            |
| 2010                   | State/FAA              | New Airport Terminal                                                            | Planning/Design/Construction Administration/Inspection                   | \$2,741,243.42               | 2012            |
| Total = \$3,601,243.42 |                        |                                                                                 |                                                                          |                              |                 |





## LAKE CITY AIRPORT GENERAL AVIATION TERMINAL

*Lake City, Florida*

Passero Associates as lead architect with VIA Concepts as conceptual architect provided architectural, engineering, planning, and grant administration services toward the development of a state-of-the-art 6,000 SF user friendly new general aviation terminal. This facility houses flight planning, conference room, administrative offices, pilot's lounge, café, welcome reception area, flight training classroom, secured area for corporate travelers and other aviation amenities. The terminal will be the focal point of the airport and will serve the based and itinerant corporate and general aviation traffic utilizing the airport. In addition to this development, an enlarged apron and newly landscaped access road with improved auto parking complements this improvement.

**Client:**

City of Lake City

**Client Contact:**

Grayson Cason  
Assistant City Manager  
(386) 719-5760

**Project Cost:**

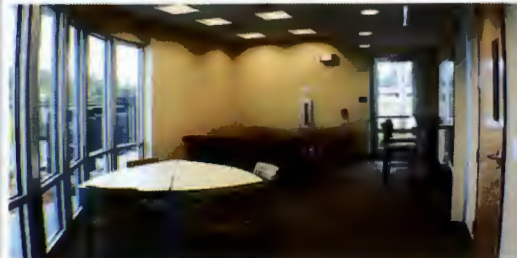
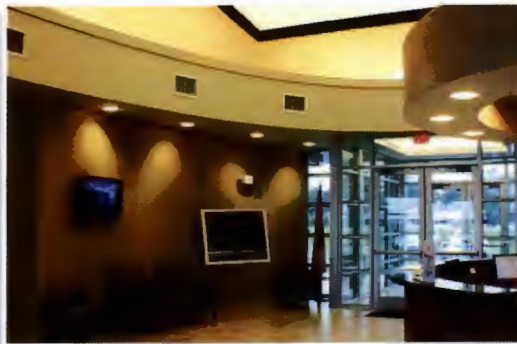
\$222,000 (Design)  
\$225,000 (Inspection)  
\$2,294,243.42  
(Construction)

**Completion Date:**

March 2012

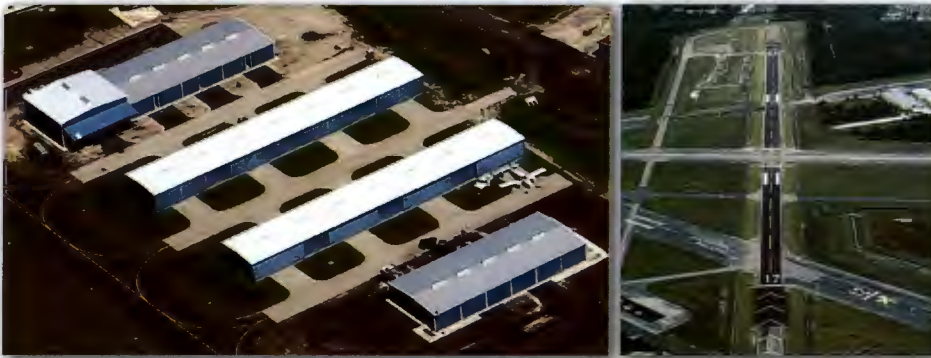
**Services Provided:**

Architecture  
Engineering  
Planning  
Permitting  
Bidding  
Grant Administration



## PALATKA MUNICIPAL AIRPORT

Palatka, FL



**Contact:**

Michael Czymbor  
City Manager  
(386) 329-0100

**Client:**

City of Palatka, FL

**Total Funding Received:**

\$15,890,000

**Years Client Served:**

2004 to Present

**Project Manager:**

Andrew Holesko, CM/  
Dave Harris/  
Patrick Honore, PE/  
Matt Singletary, PE

"I have gained a high level of confidence that Passero is the right choice for a successful future of the airport."

— Gene Caputo

Former Board Member, St. Johns River Water Management District

### Five Year Work Summary

| Fiscal Grant Year | Primary Funding Source | Project                                | Services Provided   | Project Cost | Completion Date |
|-------------------|------------------------|----------------------------------------|---------------------|--------------|-----------------|
| 2004              | FAA                    | Taxiway "A" Rehabilitation (Phase I)   | Design/Construction | \$500,000    | 2005            |
|                   | FAA                    | Taxiway "C and D" Lighting Replacement | Design              | \$20,000     | 2005            |
| 2005              | FAA                    | Taxiway "A" Rehabilitation (Phase II)  | Design/Construction | \$1,070,000  | 2006            |
| 2006              | State                  | New Terminal Building                  | Design/Construction | \$2,000,000  | 2009            |
|                   | FAA                    | Runway 17-35, RSA and Lighting         | Design/Construction | \$1,500,000  | 2009            |
|                   | State                  | 10-Bay T-Hangar                        | Design/Construction | \$500,000    | 2009            |
|                   | State                  | Bulk Hangar                            | Design/Construction | \$500,000    | 2009            |
|                   | FAA/State              | AWOS                                   | Design/Construction | \$150,000    | 2009            |
|                   | FAA/State              | Terminal-Access Road Extension         | Design/Construction | \$500,000    | 2009            |
|                   | FAA/State              | Aircraft Parking Apron Rehabilitation  | Design/Construction | \$500,000    | 2009            |
| 2008              | FAA/State              | Taxiway "B" Rehabilitation             | Design/Construction | \$1,600,000  | 2009            |
|                   | FAA/State              | Airport Master Plan                    | Planning            | \$150,000    | 2011            |
| 2009              | FAA/State              | Runway 17-35 Rehabilitation            | Design/Construction | \$2,100,000  | 2009            |
| 2010              | FAA/State              | Aircraft Parking Apron Rehabilitation  | Design/Construction | \$800,000    | 2010            |
| 2011              | FAA/State              | Runway 9-27 Rehabilitation             | Design/Construction | \$4,000,000  | On-going        |
| Total =           |                        |                                        |                     | \$15,890,000 |                 |





## TERMINAL BUILDING AT PALATKA MUNICIPAL AIRPORT

(Building, Access Road, Parking, Utilities, Drainage, Permitting, Grants Administration)  
Palatka, FL

For this 4,300 square foot General Aviation Terminal Building design-build project, Passero Associates created the schematic design, administered the design-builder selection process and acted as the owner's representative during construction.

The actual construction was underway while adjacent hangar, taxiway and access road components were also active. Passero Associates managed close coordination amongst the management, operations and construction teams.



(Schematic Design)



**Client:**

City of Palatka, FL

**Client Contact:**

Michael Czymbor  
City Manager  
(386) 329-0100

**Project Cost:**

\$1,250,000

**Completion Date:**

2009

**Services Provided:**

Construction  
Engineering and  
Inspection  
Concept / Schematic  
Design  
Preliminary Architectural  
Design (30%)  
Engineering Design  
Construction  
Administration  
Design-Build  
Selection and Project  
Management  
Owner's Representative  
During Construction

"The airport improvements serve as one of the most significant and positive improvements in the community in many years. The professional leadership, management and commitment of Passero Associates staff was evident."

— Woody Boynton,  
Former City Manager



## RUNWAY 17-35 PAVEMENT REHABILITATION

*Palatka Municipal Airport, Palatka, FL*

Passero Associates provided engineering design, drainage design, permitting, and construction inspection services for this pavement rehabilitation of Runway 17-35, a 4,100 foot long by 75 foot wide runway. Improvements consisted of milling and resurfacing the existing pavement. Also included was removal by milling of the existing asphalt runway shoulders and replacement with topsoil, removal and replacement of existing storm sewers and catch basins, ditch cleaning and clearing and grubbing. Additional project improvements included the rehabilitation of a portion of Taxiway C2 between Runway 17-35 and Taxiway C, lighting upgrades and construction of an aircraft run up apron adjacent to Taxiway C.

**Client:**

City of Palatka, FL

**Client Contact:**

Michael Czymbor  
City Manager  
(386) 329-0100

**Project Cost:**

\$1,501,769

**Completion Date:**

March 2010

**Services Provided:**

Construction  
Engineering and  
Inspection  
Construction  
Administration  
Construction Inspection  
Contract Documents  
Cost Estimating  
Drainage Design  
Grant Funding  
Applications





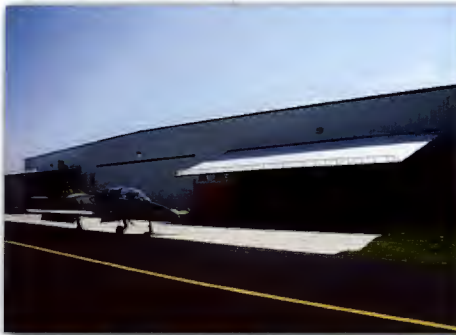
## NORTHEAST FLORIDA REGIONAL AIRPORT

St. Augustine, Florida

*Environmental Project of the Year Award  
from the Florida Airports Council (2007 and 2012)*



U.S. Customs Building



**Contact:**

Ed Wuellner, AAE  
Executive Director  
(904) 209-0090

**Client:**

St. Augustine  
Airport Authority

**Total Development/  
Funding:**

\$33,090,000

**Years Client Serviced:**  
2003 to Present

**Project Manager:**

Andrew Holesko, CM/  
Mary Kay Genther, PE/  
Patrick Honore, PE/  
Matt Singletary, PE  
Don Ramdass  
Sara Massey, CM  
Dave Harris  
Chris Nardone, RA

### Five Year Work Summary

| Fiscal Grant Year | Primary Funding Source | Project                                                | Services Provided   | Project Cost | Completion Date |
|-------------------|------------------------|--------------------------------------------------------|---------------------|--------------|-----------------|
| 2005              | FAA                    | Transient Parking Apron and Taxiway F/G                | Construction        | \$4,500,000  | 2006            |
|                   | FDOT                   | Tree Removal/Relocation                                | Design/Construction | \$400,000    | 2006            |
| 2006              | FDOT                   | Corporate Hangars 8-9-10                               | Construction        | \$2,100,000  | 2006-07         |
|                   | FDOT                   | T-Hangars N-P-Q-R (42 Units)                           | Design/Construction | \$2,000,000  | 2006-08         |
|                   | Authority              | Terminal Restaurant/Security Modifications             | Design/Construction | \$100,000    | 2006-07         |
|                   | State                  | Seaplane Base/Docking Facilities                       | Design/Construction | \$350,000    | 2006-07         |
| 2007              | State                  | Airline Terminal (Skybus)                              | Design/Permitting   | \$2,000,000  | 2007            |
| 2008              | State                  | Central Rental Car Facility                            | Design/Construction | \$700,000    | Hold            |
|                   | State                  | US Customs Building Development Area Planning/Terminal | Design/Construction | \$600,000    | 2009            |
| 2009              | FAA                    | Taxiway B Rehabilitation/Widening                      | Design/Construction | \$2,500,000  | 2009            |
|                   | FAA                    | Environmental Assessment (Runway Improvements)         | Planning            | \$740,000    | 2010            |
| 2010              | FAA                    | Runway 13-31 Reconstruction                            | Design/Construction | \$7,100,000  | 2011            |
| 2011              | FAA                    | Runway Safety Area Stabilization (Phase 1)             | Design/Construction | \$5,000,000  | 2012            |
| 2012              | FAA                    | Runway Safety Area Stabilization (Phase 2)             | Design/Construction | \$5,000,000  | On-going        |
| Total =           |                        |                                                        |                     | \$33,090,000 |                 |





## RUNWAY 13-31 PAVEMENT AND EDGE LIGHTING REHABILITATION

*Northeast Florida Regional Airport, St. Augustine, Florida*

Passero provided design and construction services for the rehabilitation of approximately 8,000 linear feet of 150 foot wide runway, totaling approximately 133,000 SY of bituminous asphalt pavement using a conventional cold mill and overlay process. The overlay consists of standard FAA P-401 asphalt pavement. Other work included crack repair, new construction of 25 foot wide bituminous asphalt paved shoulders, installation of new runway edge and centerline lighting circuitry, conduit, fixtures and vault modification, installation of new RCP pipe and FDOT type J structure, pavement markings, and installation of interior pipe lining of approximately 4,000 linear feet of 24-inch to 36-inch diameter existing reinforced concrete storm drain pipe.

“Passero Associates has exhibited a profound level of technical, administrative and public support which has been a key to the Airport’s success. We have grown and won awards thanks to your professionalism and expertise. It has been a sincere pleasure to work with your professional and supportive firm.”

— *Suzanne Worrall Green, Former Chairperson*



Completed

**Client:**

St. Augustine & St.  
Johns County Airport  
Authority

**Client Contact:**

Ed Wuellner, AAE  
Executive Director  
4796 US 1 North  
St. Augustine, FL 32095

**Project Manager:**

Andrew Holesko, CM

**Project Cost:**

\$7,161,000

**Completion Date:**

January 2011

**Services Provided:**

Design  
Construction  
Administration  
Construction Inspection  
Contract Documents  
Cost Estimating  
Drainage Design  
Permit Approvals



## TAXIWAY "F", APRON EXPANSION, UTILITIES, HANGARS, AIRCRAFT MAINTENANCE COMPLEX AND CONFERENCE CENTER

*Northeast Florida Regional Airport, St. Augustine, Florida*

*(Redevelopment of Previous Residential Area, 50+ Acres)*

Passero Associates worked closely with the Airport Authority to create a new taxiway, 400,000 SF of new aircraft parking apron, aircraft storage hangars, maintenance hangars and conference center within an area filled with mature Oak, Maple, Elm, Sycamore and Palm trees, adjacent to a saltwater marsh.

Passero prepared 15 design alternatives for the project in order to save historic trees and avoid an environmentally sensitive area. Through this diligent effort, the goal of preserving the airport's unique character became a reality.

"We're not doing it because we have to – we're doing it because it's the right thing to do." – *Bryan Cooper, Assistant Airport Director for the Airport Authority*



*Environmental Project  
of the Year Award  
from the Florida  
Airports Council*

**Client:**

St. Augustine Airport  
Authority

**Contact:**

Ed Wuellner, AAE  
Executive Director  
4796 US Highway 1 N  
St. Augustine, FL 32095  
Ph: (904) 209-0090  
Fax: (904) 209-0528  
erw@sgj-airport.com

**Project Cost:**

\$15,000,000

**Project Manager:**

Andrew Holesko, CM  
Mary Kay Genthner, PE



## CORPORATE HANGARS 8-9-10

*Northeast Florida Regional Airport, St. Augustine, Florida*

Passero Associates provided design and construction administration services for the corporate hangar 8-9-10 project that continues to efficiently utilize available hangar development area in the East Terminal Area. The project was implemented while allowing adjacent aviation and business operations to continue. The resulting project provided much needed private hangar space, and additional revenue to the Airport Authority.

**Client:**

St. Augustine Airport  
Authority

**Client Contact:**

Ed Wuellner, AAE  
Executive Director  
(904) 209-0090

**Project Cost:**

\$2,100,000

**Services Provided:**

Architectural/  
Engineering Design  
Construction  
Administration  
Part-time Inspection/  
Resident Engineering





## FERNANDINA BEACH MUNICIPAL AIRPORT

Fernandina Beach, FL



Whitetopping –Runway 8-26

**Contact:**

Joe Gerrity  
City Manager  
(904) 277-7300  
jgerrity@fbfl.org

**Client:**

City of Fernandina  
Beach, FL

**Total Funding Received:**

\$12,350,000

**Years Client Serviced:**

1999 to Present

**Project Manager:**

Andrew Holesko, CM  
Shawn Bray, PE/  
David Harris/  
Patrick Honore, PE

*National Award for Excellence from America  
Concrete Pavement Association.*



“It is comforting to know that the City can count on the Passero staff to work with the City to address the never-ending issues related to airport planning, grants, administration, engineering, and construction management.”

— Jim Higginbotham

*Fernandina Beach, Former Director of Public Works*

### Work Summary

| Fiscal Grant Year | Primary Funding Source | Project                                         | Services Provided   | Project Cost         | Completion Date |
|-------------------|------------------------|-------------------------------------------------|---------------------|----------------------|-----------------|
| 2003              | FAA/State              | Runway 8-22/Taxiway C                           | Design/Construction | \$2,000,000          | 2003            |
| 2004              | FAA/State              | Runway 4-22/Taxiway D                           | Design/Construction | \$4,000,000          | 2005            |
| 2005              | FAA/State              | East Terminal Area Access Road and Utilities    | Construction        | \$500,000            | 2005            |
| 2006-07           | FAA<br>State<br>State  | Taxiways “B and E” and Improve Airport Drainage | Design              | \$150,000            | 2007            |
|                   |                        | T-Hangar                                        | Design/Construction | \$500,000            | 2007            |
|                   |                        | Bulk Hangar                                     | Design/Construction | \$500,000            | 2007            |
| 2008              | FAA/State              | Taxiway “C” (Connector)                         | Design/Construction | \$400,000            | Underway        |
|                   | FAA/State              | Taxiway “B” Rehabilitation (Phase II)           | Construction        | \$400,000            | 2008            |
| 2009              | FAA                    | East Terminal Area Drainage                     | Design/Construction | \$300,000            | 2010            |
|                   | FDOT                   | Runway 13-31 Pavement Rehabilitation            | Design/Construction | \$1,100,000          | On-going        |
| 2010              | FAA/State              | Taxiway B & E Pavement Rehabilitation           | Design/Construction | \$1,000,000          | 2010            |
| 2011              | FAA/State              | Runway 4-22 Shoulder Rehabilitation             | Design/Construction | \$1,500,000          | On-going        |
|                   |                        |                                                 |                     | Total = \$12,350,000 |                 |



## MILL AND RESURFACE RUNWAY 4-22 AND TAXIWAY D

*Fernandina Beach Municipal Airport, Fernandina Beach, FL*

Design, Survey, Geotechnical testing, Preparation of Bid Documents, Construction administration and Inspection for mill and resurface of 5,300' x 100' runway and 4,000' x 50' taxiway.

**Client:**

City of Fernandina  
Beach  
204 Ash Street  
Fernandina Beach, FL  
32034  
(904) 277-7305  
(904) 277-7308 fax

**Project Cost**

\$1,800,000

**Contact:**

Joe Gerrity  
City Manager  
(904) 277-7300  
jgerrity@fbfl.org





## WILLISTON MUNICIPAL AIRPORT

Williston, FL



**Contact:**

Adam Hall  
Project Manager  
(352) 528-3060

**Client:**

Williston Municipal  
Airport

**Total Funding Received:**

\$7,737,000

**Years Client Serviced:**

2009-present

**Project Manager:**

Don Ramdass/  
Patrick Honore, PE/  
David Harris

“Don Ramdass and his staff at Passero Associates, LLC have professionally completed all design and construction activities for airport projects ahead of schedule and below budget.”

— Marcus Collins, Former City Manager

### Five Year Work Summary

| Fiscal Grant Year   | Primary Funding Source | Project                                                                         | Services Provided                                                        | Project Cost                              | Completion Date |
|---------------------|------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------|-----------------|
| 2009                | State/FAA              | Taxilane Improvements around Hangars with New MITLs and Airfield Guidance Signs | Grants/Planning/Engineering/Bidding/Construction Administration Services | \$80,000 Design Grant                     | 2009            |
|                     |                        |                                                                                 |                                                                          | \$780,000 Construction Grant              | 2010            |
| 2009                | State/FAA              | Rehabilitation of Taxiways B, E & D1                                            | Grants/Planning/Engineering/Bidding/Construction Administration Services | \$77,000 Design<br>\$800,000 Construction | 2009            |
| 2010                | FAA/State              | Taxiway A Rehabilitation and Extension                                          | Grants/Planning/Engineering/Bidding/Construction Administration Services | \$1,000,000                               | On-going        |
| 2011                | FAA/State              | Taxiway A Rehabilitation (Phase 1)                                              | Design/Construction                                                      | \$2,000,000                               | On-going        |
| 2012                | FAA/State              | Taxiway A Construction (Phase 2)                                                | Grants/Planning/Construction Administration Services                     | \$3,000,000                               | 2012            |
| Total = \$7,737,000 |                        |                                                                                 |                                                                          |                                           |                 |



## ENVIRONMENTAL ASSESSMENT (EA) FOR RUNWAY SAFETY AREA STABILIZATION AND MITIGATION

*Northeast Florida Regional Airport, St. Augustine, Florida*

The EA considered the Airport Authority's need to address the east-side Runway Safety Area (RSA) erosion and saltwater wetland impacts adjacent to the Tolomato River, extension of parallel Taxiway "B" into a saltwater marsh, relocation of a saltwater tidal canal and installation of an approach lighting system (MALSR) to complete the ILS to Runway 13-31.

The project team successfully completed the EA within 18 months, securing concurrence and approval from numerous regulatory agencies, followed by the successful final permit from seven (agencies).

**Client:**

St. Augustine & St.  
Johns County Airport  
Authority

**Client Contact:**

Ed Wuellner, AAE  
Executive Director  
4796 US 1 North  
St. Augustine, FL 32095

**Project Manager:**

Andrew Holesko, CM

**Project Cost:**

\$740,000

**Result:**

Finding-of-No-  
Significant-Impact  
(FONSI) from FAA





## RSA (PHASE 1) & SPOIL ISLAND MITIGATION

*Northeast Florida Regional Airport at St. Augustine*

FAA/FDOT Project No.: FAA AIP No. 3-12-0073-030-2010 | FDOT FIN No. 40988429411

### Overview

The intent of this project was to remove and recycle a 17.65 acre Spoil Island, created by dredging to construct a sea plane runway, for use to re-establish and stabilize the shoreline east of Runway 13-31 to complete a 250 foot runway safety area to bring the airfield in compliance with FAA regulations for future commercial carrier traffic while creating a "living shoreline." The project was successfully completed on time, within budget, with no deficiencies.

### Spoil Island Mitigation

The original estimate for the recycling of the Spoil Island was a minimum of 40%, to a maximum of 60%, of the excavated material deemed suitable for use as fill material for the re-creation of the runway safety area.

This estimate was exceeded with over 90% of all removed materials recycled for use to include 500 cubic yards of topsoil for wetland and shoreline planting, 700 cubic yards of mulch created by the recycling of trees, and an excess of an estimated 80,000 cubic yards of suitable fill that created all of the fill material needed for this project and a surplus that should meet the entire need for Phase II of Runway 13-31 safety improvements. This achievement negated the costs for pit excavation, fuel for transportation and delivery of virgin materials, greatly reducing the overall carbon footprint of the project. The mulch created was utilized by airport operations for the establishment of walking paths in the public use environmental park to the south of the airfield.

The mitigation of the Spoil Island returned the area to its native condition of nearly 18 acres of salt water tidal marsh with a channel that allows for the improvement of fisheries and wildlife. The channel is navigable at all tides by small watercraft and establishes a hydrological connection to the Guana Tolomato Matanzas National Estuarine Research Reserve. This reserve protects 73,352 acres south of the City of Jacksonville (Duval County) in St. Johns County and Flagler County on the northeast coast of Florida.

### Runway Safety Improvements

The shoreline of Runway 13-31 was improved using the suitable material recycled from the spoil island.

#### Owner:

St. Augustine-St.  
Johns County Aviation  
Authority

#### Engineer:

Passero Associates,  
LLC

#### Contractor:

Turnbull Environmental,  
Inc.

#### NTP Date:

February 7, 2011 -  
Contract Day No. 1

#### Substantial Completion:

September 2, 2011

208 of 208 Contract  
Days



### RSA (Phase 1) & Spoil Island Mitigation (continued)

The slope of the shoreline was stabilized utilizing an articulating concrete block protection blanket, with wetland plantings placed in the open cells of the concrete blanket. The root base of the plantings will further enhance the stability of the concrete blanket in addition to the beautification of the "living shoreline." To allow the plants to become established while being subject to marine impacts, a biodegradable mat was placed to hold the plantings and topsoil layer in place until the plants can sufficiently root and minimize the need for maintenance. Oysters previously at the toe of slope of the previously existing shoreline were temporarily moved, and relocated to the newly constructed shoreline. The requirements of 50% survivability of oysters after the relocation were exceeded as 75% of all oysters appear to have survived. These chances were further enhanced by the placement of over 100 bags of oysters native to St. Augustine.

Drainage improvements included a new structure, 100 foot extension of three reinforced concrete pipes, and a mitered end section to extend the existing drainage to the full width of the runway safety area.

### Project Summary

Field adjustments made during construction included the addition of finger channels to potentially improve the hydrology and fisheries of the Guana Tolomato Matanzas National Estuarine Research Reserve. The access corridor bridge over open water for removal of material from the Spoil Island was eliminated in favor of the addition of an access roadway, and subsequent restoration, over the existing salt marsh. These adjustments were made at no additional costs to the overall contract.

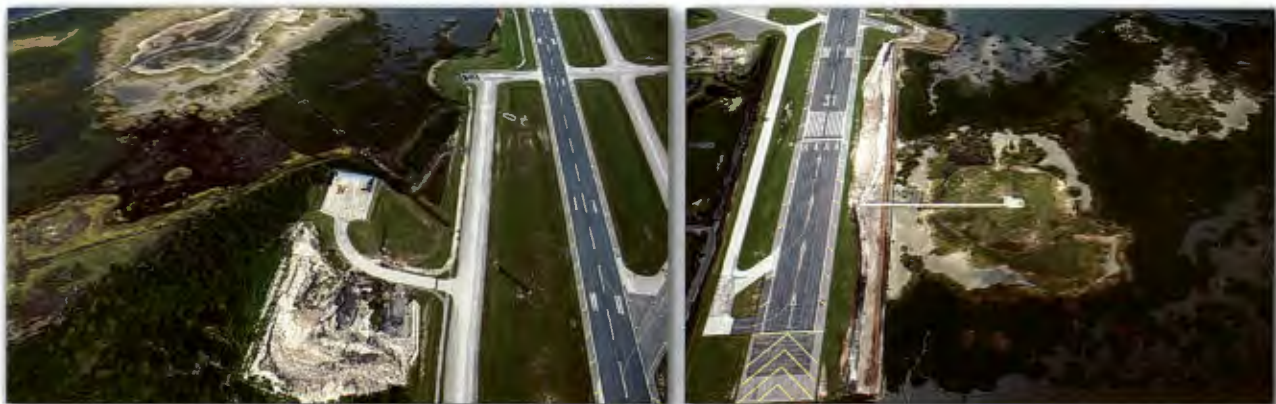
The Disadvantaged Business Enterprise goal of 12% was exceeded, as 20.40% was achieved.

The Owner Direct Purchase program was utilized for the purchase of the Articulating Concrete Protection Blanket which created an excess of \$30,000.00 in tax savings.

Compliance inspections from the permitting agencies yielded no deficiencies during the life of the project.

Conditions from the passing of Hurricane Irene resulted in sustained winds of 45mph and tides that exceeded the top elevations of the concrete protection blanket. No significant damage was incurred during this event.

No major issues occurred during the life of this project as the relationship between the Owner, Engineer, and Contractor remained amicable at all times.





## FAA/FDOT EXPERIENCE

Passero Associates offers experienced grant writers to apply for all types of local, state and federal grants for airport improvement projects. We constantly seek all available grants to minimize local fund participation on project funding.

The following example of Funding Assistance demonstrate our understanding of this very important professional support requirement together with the related funding source.

### PALATKA MUNICIPAL AIRPORT

*Palatka, FL*

**Contact:**

Michael Czymbor, City Manager  
(386) 329-0100

| Fiscal Grant Year | Primary Funding Source | Project                                | Services Provided   | Project Cost | Completion Date |
|-------------------|------------------------|----------------------------------------|---------------------|--------------|-----------------|
| 2004              | FAA                    | Taxiway "A" Rehabilitation (Phase I)   | Design/Construction | \$500,000    | 2005            |
|                   | FAA                    | Taxiway "C and D" Lighting Replacement | Design              | \$20,000     | 2005            |
| 2005              | FAA                    | Taxiway "A" Rehabilitation (Phase II)  | Design/Construction | \$1,070,000  | 2006            |
| 2006              | State                  | New Terminal Building                  | Design/Construction | \$2,000,000  | 2009            |
|                   | FAA                    | Runway 17-35, RSA and Lighting         | Design/Construction | \$1,500,000  | 2009            |
|                   | State                  | 10-Bay T-Hangar                        | Design/Construction | \$500,000    | 2009            |
|                   | State                  | Bulk Hangar                            | Design/Construction | \$500,000    | 2009            |
|                   | FAA/State              | AWOS                                   | Design/Construction | \$150,000    | 2009            |
|                   | FAA/State              | Terminal-Access Road Extension         | Design/Construction | \$500,000    | 2009            |
|                   | FAA/State              | Aircraft Parking Apron Rehabilitation  | Design/Construction | \$500,000    | 2009            |
| 2008              | FAA/State              | Taxiway "B" Rehabilitation             | Design/Construction | \$1,600,000  | 2009            |
|                   | FAA/State              | Airport Master Plan                    | Planning            | \$150,000    | 2011            |
| 2009              | FAA/State              | Runway 17-35 Rehabilitation            | Design/Construction | \$2,100,000  | 2009            |
| 2010              | FAA/State              | Aircraft Parking Apron Rehabilitation  | Design/Construction | \$800,000    | 2010            |
| 2011              | FAA/State              | Runway 9-27 Rehabilitation             | Design/Construction | \$4,000,000  | On-going        |
| Total =           |                        |                                        |                     | \$15,890,000 |                 |

Richard Owen: FAAADO-Orlando

Roland Luster: FDOT District (2) Office, Lake City

Gene Lampp: FDOT District (2) Office, Jacksonville





## FAA/FDOT EXPERIENCE

## NORTHEAST FLORIDA REGIONAL AIRPORT

*St. Augustine, Florida***Contact:**

Ed Wuellner, AAE

Executive Director

(904) 209-0090

| Fiscal Grant Year    | Primary Funding Source | Project                                                | Services Provided   | Project Cost | Completion Date |
|----------------------|------------------------|--------------------------------------------------------|---------------------|--------------|-----------------|
| 2005                 | FAA                    | Transient Parking Apron and Taxiway F/G                | Construction        | \$4,500,000  | 2006            |
|                      | FDOT                   | Tree Removal/Relocation                                | Design/Construction | \$400,000    | 2006            |
| 2006                 | FDOT                   | Corporate Hangars 8-9-10                               | Construction        | \$2,100,000  | 2006-07         |
|                      | FDOT                   | T-Hangars N-P-Q-R (42 Units)                           | Design/Construction | \$2,000,000  | 2006-08         |
|                      | Authority              | Terminal Restaurant/Security Modifications             | Design/Construction | \$100,000    | 2006-07         |
|                      | State                  | Seaplane Base/Docking Facilities                       | Design/Construction | \$350,000    | 2006-07         |
| 2007                 | State                  | Airline Terminal (Skybus)                              | Design/Permitting   | \$2,000,000  | 2007            |
| 2008                 | State                  | Central Rental Car Facility                            | Design/Construction | \$700,000    | Hold            |
|                      | State                  | US Customs Building Development Area Planning/Terminal | Design/Construction | \$600,000    | 2009            |
| 2009                 | FAA                    | Taxiway B Rehabilitation/Widening                      | Design/Construction | \$2,500,000  | 2009            |
|                      | FAA                    | Environmental Assessment (Runway Improvements)         | Planning            | \$740,000    | 2010            |
| 2010                 | FAA                    | Runway 13-31 Reconstruction                            | Design/Construction | \$7,100,000  | 2011            |
| 2011                 | FAA                    | Runway Safety Area Stabilization (Phase 1)             | Design/Construction | \$5,000,000  | 2012            |
| 2012                 | FAA                    | Runway Safety Area Stabilization (Phase 2)             | Design/Construction | \$5,000,000  | On-going        |
| Total = \$33,090,000 |                        |                                                        |                     |              |                 |

Richard Owen: FAA ADO-Orlando

Roland Luster: FDOT District (2) Office, Lake City

Gene Lampp: FDOT District (2) Office, Jacksonville



## FAA/FDOT EXPERIENCE

## FERNANDINA BEACH MUNICIPAL AIRPORT

*Fernandina Beach, FL***Contact:**

Joe Gerrity, City Manager, (904) 277-7300

| Fiscal Grant Year   | Primary Funding Source | Project                                         | Services Provided   | Project Cost | Completion Date |
|---------------------|------------------------|-------------------------------------------------|---------------------|--------------|-----------------|
| 2005                | FAA/State              | East Terminal Area Access Road and Utilities    | Construction        | \$500,000    | 2005            |
| 2006-07             | FAA                    | Taxiways "B and E" and Improve Airport Drainage | Design              | \$150,000    | 2007            |
|                     | State                  | T-Hangar                                        | Design/Construction | \$500,000    | 2007            |
|                     | State                  | Bulk Hangar                                     | Design/Construction | \$500,000    | 2007            |
| 2008                | FAA/State              | Taxiway "C" (Connector)                         | Design/Construction | \$400,000    | Underway        |
|                     | FAA/State              | Taxiway "B" Rehabilitation (Phase II)           | Construction        | \$400,000    | 2008            |
| 2009                | FAA                    | East Terminal Area Drainage                     | Design/Construction | \$300,000    | 2010            |
|                     | FDOT                   | Runway 13-31 Pavement Rehabilitation            | Design/Construction | \$1,100,000  | On-going        |
| 2010                | FAA/State              | Taxiway B & E Pavement Rehabilitation           | Design/Construction | \$1,000,000  | 2010            |
| 2011                | FAA/State              | Runway 4-22 Shoulder Rehabilitation             | Design/Construction | \$1,500,000  | On-going        |
| Total = \$6,350,000 |                        |                                                 |                     |              |                 |

Richard Owen: FAA ADO-Orlando

Roland Luster: FDOT District (2) Office, Lake City

Gene Lampp: FDOT District (2) Office, Jacksonville

## LAKE CITY MUNICIPAL AIRPORT

*Lake City, FL***Contact:**

Grayson Cason, Assistant City Manager, (386) 719-5760

| Fiscal Grant Year      | Primary Funding Source | Project                                                                         | Services Provided                                                        | Project Cost                 | Completion Date |
|------------------------|------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------|-----------------|
| 2009                   | State/FAA              | Taxilane Improvements around Hangars with New MITLs and Airfield Guidance Signs | Grants/Planning/Engineering/Bidding/Construction Administration Services | \$80,000 Design Grant        | 2009            |
|                        |                        |                                                                                 |                                                                          | \$780,000 Construction Grant | 2010            |
| 2010                   | State/FAA              | New Airport Terminal                                                            | Planning/Design/Construction Administration/Inspection                   | \$2,741,243.42               | 2012            |
| Total = \$3,601,243.42 |                        |                                                                                 |                                                                          |                              |                 |

Richard Owen: FAA ADO-Orlando

Roland Luster: FDOT District (2) Office, Lake City

Gene Lampp: FDOT District (2) Office, Jacksonville





## DBE PLAN

Passero Associates will seek FAA funds for all eligible improvement projects at Perry Foley Airport. We plan on utilizing Cal-Tech Testing, Inc., a DBE firm, on all Geotechnical testing for design projects.. Additionally, we will encourage DBE firms to be either prime or subcontractors on all FAA funded projects during their construction phase.

### **BizNet Profile: CAL-TECH TESTING INC**

|                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b> CAL-TECH TESTING INC                                                                                                                                  |
| <b>Business Description:</b> LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING |
| <b>Street:</b> 3309 SW SR-247                                                                                                                                      |
| <b>City:</b> LAKE CITY <b>State:</b> FL <b>Zip:</b> 32024                                                                                                          |
| <b>County:</b> COLUMBIA <b>District:</b> DISTRICT TWO                                                                                                              |
| <b>Phone:</b> (386) 755-3633 <b>Fax:</b> (386) 752-5456                                                                                                            |
| <b>E-mail:</b> <a href="mailto:abbystalvey@caltechtesting.com">abbystalvey@caltechtesting.com</a>                                                                  |
| <b>Work Location:</b>                                                                                                                                              |
| <b>County:</b>                                                                                                                                                     |
| <b>District:</b> DIST/ST WIDE                                                                                                                                      |
| <b>Contact:</b> ABBY STALVEY                                                                                                                                       |
| <b>UCP Cert. DBE</b> <b>State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT                                                                                    |
| <b>First SC:</b> 944 <b>First NAICS:</b> 54138                                                                                                                     |
| <b>2nd SC:</b> 190 <b>3rd SC:</b> 943 <b>4th SC:</b> 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:                                                              |
| <b>2nd NAICS:</b> 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:                                                         |
| <b>ACDBE:</b> No                                                                                                                                                   |





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

09/04/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |  |                                                                                                                                                                                             |                                                                                                                                    |                          |                               |
|----------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------|
| <b>PRODUCER</b><br>Poole Professional - NY<br>1160F Pittsford-Victor Rd.<br>Pittsford, NY 14534<br>Mary-Beth Rumble        |  | <b>585-385-0428</b><br><b>585-662-5755</b>                                                                                                                                                  | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #:</b> <b>PASSE-1</b> | <b>FAX</b><br>(A/C, No): |                               |
| <b>INSURED</b><br><b>Passero Associates, LLC</b><br><b>13453 North Main St. Suite 104</b><br><b>Jacksonville, FL 32218</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A: Markel Insurance Company</b><br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |                                                                                                                                    |                          | <b>NAIC #</b><br><b>38970</b> |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                    | ADDL SUBR INSR                                                         | WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----|-----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                                        |     |                 |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                         |                                                                        |     |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                           |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                                                         | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |     |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$                                                                                                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                |                                                                        |     |                 |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$             |
| <b>A</b> | <b>Prof. Liability</b>                                                                                                                                                                                                                                                                               |                                                                        |     | <b>AE821296</b> | <b>10/29/11</b>         | <b>10/29/12</b>         | <b>Per Claim</b> <b>2,000,000</b><br><b>Aggregate</b> <b>2,000,000</b>                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses. Re: Airport General Consulting Services at Perry Foley Airport.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                        |                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TAYLO17</b><br><br><b>Taylor County Clerk of Courts</b><br><b>108 N. Jefferson Street</b><br><b>Perry, FL 32347</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><i>MaryBeth Rumble</i> |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/4/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>First Niagara Risk Management, Inc<br>777 Canal View Boulevard<br>Suite 100<br>Rochester NY 14623 |        | <b>CONTACT NAME:</b> Kathy A Kamas, AAI<br><b>PHONE (A/C, No, Ext):</b> (585) 546-3747<br><b>FAX (A/C, No):</b> (585) 424-2798<br><b>E-MAIL ADDRESS:</b> kathy.kamas@fnrm.com<br><b>PRODUCER CUSTOMER ID #:</b> 00055871                                                                                                                                                                                                                                   |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
|----------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|-----------------------------------------|-------|------------------------------------------|-------|----------------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Passero Associates LLC<br><br>13453 N. Main St., Suite 104<br><br>Jacksonville FL 32218            |        | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: National Fire Insurance Co of</td><td>20478</td></tr><tr><td>INSURER C: Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Continental Casualty Company | 20443 | INSURER B: National Fire Insurance Co of | 20478 | INSURER C: Transportation Insurance Co | 20494 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                        | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER A: Continental Casualty Company                                                                              | 20443  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER B: National Fire Insurance Co of                                                                             | 20478  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER C: Transportation Insurance Co                                                                               | 20494  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER D:                                                                                                           |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER E:                                                                                                           |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |
| INSURER F:                                                                                                           |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                               |        |                                         |       |                                          |       |                                        |       |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: 12-13 (FL) LAUW

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                             | ADDL INSR                                                                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                |                                                                                   |          | B4022239942   | 5/1/2012                | 5/1/2013                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                                                                                                           |                                                                                   |          |               |                         |                         |                                                                                                                                                                                                                                           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |                                                                                   |          | B4022239990   | 5/1/2012                | 5/1/2013                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                     |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                           | <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |          |               | B4022240041             | 5/1/2012                | 5/1/2013                                                                                                                                                                                                                                  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                 | Y/N<br><input checked="" type="checkbox"/> Y                                      | N/A      | WC422240055   | 5/1/2012                | 5/1/2013                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Airport General Consulting Services at Perry Foley Airport

## CERTIFICATE HOLDER

Taylor County Clerk of Courts  
108 N. Jefferson Street  
Perry, FL 32347

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Strakhov/KKAMAS



## SUMMARY - RECENT AWARDS



**City of Palatka**  
**Michael Czymbor**  
 City Manager  
 City of Palatka, FL  
 4015 Reid Street, Hwy 100  
 Palatka, Florida 32177  
 (386) 329-0100



### \* Regional Transportation Excellence Award:

City of Palatka Access and Terminal Area Improvements, Palatka, Florida



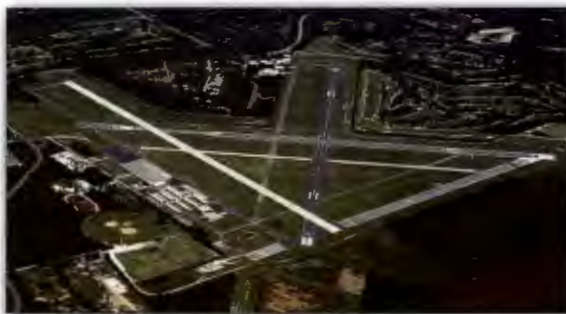
**Northeast Florida Regional Airport:**  
 2003-present

**Ed Wuellner, AAE**  
 Executive Director  
 St. Augustine Airport Authority  
 4796 US Highway 1  
 St. Augustine, Florida 32095  
 (904) 209-0090



### \* Environmental Project of the Year Award:

Florida Airports Council (2007 and 2012)



**City of Fernandina Beach**  
 1999-present

**Joe Gerrity**  
 City Manager  
 204 Ash Street  
 Fernandina Beach, Florida 32034  
 (904) 277-7300



### \* National Award:

American Concrete Pavement Association —  
 Project of the Year (2003), Runway 8-26 at Fernandina Beach Municipal Airport,  
 Fernandina Beach, Florida



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to review and approve SHIP bid award recommendations for bids received for two SHIP rehabilitation projects October 1, 2012.



**MEETING DATE REQUESTED:**

October 16, 2012

**Statement of Issue:** Board to approve bid recommendation for the rehabilitation of two homes through the SHIP Program.

**Recommended Action:** Board to award bids as recommended on two SHIP rehabilitation projects.

**Fiscal Impact:** Not applicable. The projects are 100% grant funded.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board received bids for two SHIP rehabilitation projects October 1, 2012. The recommendations are as follows:

**Certified Roofing and Construction**

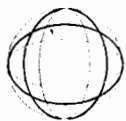
Vera Edwards      \$25,000.00

**Florida Homes, Inc.**

Mary Ondash      \$22,764

**One local contractor bid on the two projects, however even with the local vendor preference was not the low bidder on these projects.**

**Attachments:** Bid Recommendations from Meridian Community Services as approved by County grants staff.



# MERIDIAN

community services group, inc.

## MEMORANDUM

### TALLAHASSEE

P.O. Box 13408  
Tallahassee, FL 32317  
888-377-1908 Toll Free  
850-377-1908 Tel  
850-378-8785 Fax

### GAINESVILLE

P.O. Box 357995  
Gainesville, FL 32635-7995  
866-484-1975 Toll Free  
352-381-1975 Tel  
352-381-8270 Fax

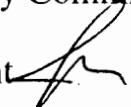
### ST. PETERSBURG

111 Second Avenue NE  
Suite 510  
St. Petersburg, FL 33701  
866-965-1610 Toll Free  
727-465-1610 Tel  
727-465-1610 Fax

### KEY WEST

1111 19th Street  
Unit 102  
Key West, FL 32940  
877-465-1610 Toll Free  
305-294-1610 Tel  
305-294-1610 Fax

**TO:** Taylor County Board of County Commissioners

**FROM:** Jay Moseley, Senior Consultant 

**SUBJECT:** Bid Award Recommendations

**DATE:** October 4, 2012

### BID AWARD

On October 1, 2012 sealed bids were received and opened for two houses in the Taylor County SHIP Program for Housing Rehabilitation. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for these houses are listed below:

### HOUSING REHABILITATION SHIP GRANT

| APPLICANT    | RECOMMENDED BIDDER           | AMOUNT    |
|--------------|------------------------------|-----------|
| Vera Edwards | Certified Roofing and Const. | \$25,000* |
| Mary Ondash  | Florida Homes, Inc.          | \$22,764  |

\*The low bid received for this house exceeded the maximum limit of \$25,000 allowed by the Housing Assistance Plan. The contractor that submitted the lowest bid was contacted and agreed to accept the amount listed of \$25,000 by reducing the scope of work as per the attached bid documents.

Recommended Action # 1: Award the houses as identified above.

Attachments:  
Bid Documents  
Bid Tabulation with Recommendations



THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; \_\_\_\_\_ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Johnson-Johnson Roofing Inc. dba  
Contractor's Name (Print Name) Certified Roofing & Construction  
Contractor's Signature Charlotte Johnson  
Contractor's Address PO Box 1673 Minkney FL 32669  
Contractors License # CBC 1252541 C.C.C. 057237  
Contractor's Phone Number 352-665-8553

OFFICIAL USE ONLY

DATE SUBMITTED \_\_\_\_\_ DATE ACCEPTED \_\_\_\_\_  
BID OPENED BY \_\_\_\_\_ WITNESSED BY \_\_\_\_\_  
DATE OPENED \_\_\_\_\_ TIME \_\_\_\_\_  
WORK WRITE-UP PREPARED BY Jay Moseley Date 5-22-2012

Owner Signature \_\_\_\_\_  
Co-Owner Signature \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_



**TAYLOR COUNTY  
HOUSING REHABILITATION PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** Mary Ondash

**Address:** 3435 Ross Rd. - Perry

**Mailing Address:** Same

**Phone #:** 850-295-2847

**Parcel #** 08256-000

**Date:** 8/24/2012

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

| Item # | System     | Description of Work                                                                                                                                                                                                                                                                                       | Location     | Price |
|--------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|
| 001    | Drywall    | Install drywall walls in utility room.                                                                                                                                                                                                                                                                    | Utility Room | 636   |
| 002    | Plumbing   | Replace kitchen sink.                                                                                                                                                                                                                                                                                     | Kitchen      | 398   |
| 003    | Electrical | Replace existing panel and service with new 150 amp panel and service. Install ceiling fan (provided by homeowner) in bedroom. Install smoke detectors in hallway and bedrooms, hardwired in sequence. Install GFIC protected receptacles for kitchen, bathroom and exterior as required by current code. | Various      | 3,538 |
| 004    | HVAC       | Install new electric HVAC system. New system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical, and other items necessary for a complete system.                                                               | All          | 7,155 |
| 005    | Insulation | Insulate attic to minimum R-30. Include attic over utility room and storage room.                                                                                                                                                                                                                         | Attic        | 1,590 |
| 006    | Windows    | Replace all windows.                                                                                                                                                                                                                                                                                      | All          | 5,565 |
| 007    | Doors      | Replace front exterior door with new pre-hung exterior door with new hardware including deadbolt. Replace front screen door.                                                                                                                                                                              | Front        | 702   |

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Taylor County SHIP HR/WWU-Bid Form



THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be, X occupied; \_\_\_\_\_ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Fla. Homes, Inc R/C  
Contractor's Name (Print Name) Wm. Carl Herring III  
Contractor's Signature William Herring agent / dh  
Contractor's Address 13919 NW 145th Ave Hialeah FL 32615  
Contractors License # CGC052062  
Contractor's Phone Number 386-418-4663

OFFICIAL USE ONLY

|                                              |                       |
|----------------------------------------------|-----------------------|
| DATE SUBMITTED _____                         | DATE ACCEPTED _____   |
| BID OPENED BY _____                          | WITNESSED BY _____    |
| DATE OPENED _____                            | TIME _____            |
| WORK WRITE-UP PREPARED BY <u>Jay Moseley</u> | Date <u>8-24-2012</u> |

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Taylor County SHIP HR/WWU-Bid Form

Page 3 of 3

# TAYLOR COUNTY SHIP BID TABULATION

MONDAY October 1, 2012

| Contractor                               | Mary Ondash      | Vera Edwards                          |  |  |  |  |
|------------------------------------------|------------------|---------------------------------------|--|--|--|--|
| Florida Homes, Inc.                      | \$ 22,764.00     | \$ 29,329.00                          |  |  |  |  |
| Certified Roofing and Construction, Inc. | \$ 23,655.00     | \$ <i>25,000</i> <del>28,312.00</del> |  |  |  |  |
| Michael Lynn, Inc.                       | \$ 25,950.00     | \$ 30,750.00                          |  |  |  |  |
| Wiess Construction, Inc.                 |                  |                                       |  |  |  |  |
| Lindsey Custom Builders, Inc.            |                  |                                       |  |  |  |  |
|                                          |                  |                                       |  |  |  |  |
|                                          |                  |                                       |  |  |  |  |
|                                          |                  |                                       |  |  |  |  |
|                                          |                  |                                       |  |  |  |  |
|                                          |                  |                                       |  |  |  |  |
| Recommended Contractor                   | <i>Fl. Homes</i> | <i>Certified Roofing</i>              |  |  |  |  |

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

Witnessed by: \_\_\_\_\_

Bid Opening:

Signature

Signature

Monday October 1, 2012

Annie Mae Murphy, Clerk

Melody Cox

BOCC Meeting

Print

Print

21

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) and Resolution for the Runway 18-36 Rehabilitation Phase II Project at Perry Foley Airport.

**MEETING DATE REQUESTED:**

October 16, 2012

**Statement of Issue:** Board to approve JPA and Resolution in the amount of \$100,000 to be used for Phase II of the rehabilitation of Runway 18-36, the primary runway at Perry Foley Airport.

**Recommended Action:** Approve the FDOT Joint Participation Agreement and Resolution

**Fiscal Impact:** The JPA/Grant is in the amount of \$100,000. The County received a FAA grant in the amount of \$879,880 for a total project cost of \$979,880. THE COUNTY IS NOT PROVIDING A MATCH.

**Budgeted Expense:** Y/N Not applicable, the County is not providing a cash match.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The FDOT Joint Participation Agreement provides a grant in the amount of \$100,000 for Phase II of the rehabilitation of Runway 18/36 at Perry Foley Airport.

The County has received bids on the project and awarded the bid to the low bidder Music Construction. The construction contract will be awarded after execution of the FDOT Joint Participation Agreement. The FAA grant agreement has been executed.

Phase I of Runway 18/36 rehabilitation had a cost of \$873,347.50. FAA funded \$831,680.13, FDOT funded \$20,000 and the County provided a match of \$21,667.37.



**Runway 18/36 is the primary runway at the Airport and the rehabilitation was necessary to meet required aviation safety standards. This runway did not drain properly and with a moderate rain, ponding resulted on the runway. This safety hazard was addressed at the last three airport inspections by FDOT in September 2009, September 2010, and September 30, 2011.**

**Attachments: FDOT Joint Participation Agreement and Resolution**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

### RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

***For the design, rehabilitation of Runway 18/36 Phase II at Perry Foley Airport.  
Financial Project No: 43297619413***

**WHEREAS**, the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$979,880; FDOT will be funding a maximum of \$100,000 related to eligible project costs and FAA will be funding \$879,880, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**.
2. The Chairman, Patricia Patterson, or their authorized designee, is authorized to execute the Joint Participation Agreement (JPA) including any Supplemental Joint Participation Agreements (SJPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. The Chairman, Patricia Patterson, or their authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.

**WITNESSED:** Adopted the 16<sup>th</sup> day of October, 2012 in Regular Session by the **Taylor County Board of Commissioners**.

**Board of County Commissioners  
Taylor County, Florida**

**Attest:** \_\_\_\_\_  
**Patricia Patterson, Chairman**

**By:** \_\_\_\_\_  
**Annie Mae Murphy, Clerk**

**PROJECT SCHEDULE**  
**F.P. # 43297619413**

| <u>ITEM</u>                | <u>ESTIMATED DATE</u> |
|----------------------------|-----------------------|
| Consultant Selection       | 10/16/2012            |
| 90% Design                 | 10/16/2012            |
| 100% Design                | 10/16/2012            |
| Bid Project                | 10/16/2012            |
| Award Project              | 10/16/2012            |
| Start Project Construction | 12/01/2012            |
| 50% Complete               | 02/01/2013            |
| 90% Complete               | 05/01/2013            |
| Complete Project           | 07/01/2013            |
| Final Project Acceptance   | 08/01/2013            |
| Close Project              | 08/30/2013            |

**This schedule represents our best estimate for project completion. We also agree to notify the Department promptly of any delays that might impact this schedule.**

**SIGNATORY (PRINT NAME & TITLE)**

**SIGNATURE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 14

|                                                                              |                                                                           |                                                                                                                                 |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Financial Project Number(s):<br>(item-segment-phase-sequence)<br>43297619413 | Fund: DDR<br>Function: 637<br>Federal Number:<br>DUNS Number: 80-939-7102 | FLAIR Category.: 088719<br>Object Code: 750004<br>Org. Code: 55022020228<br>Vendor No.: F 596 000 879 001<br>CSFA Number: 55004 |
| Contract Number:                                                             |                                                                           |                                                                                                                                 |
| CFDA Number: 120.006                                                         |                                                                           |                                                                                                                                 |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
201 EAST GREEN STREET, PERRY, FLORIDA 32347  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 30, 2014 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006 (6)(Aviation Only) \_\_\_\_\_, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
FOR THE DESIGN AND REHABILITATION OF RUNWAY 18/36, PHASE II AT THE PERRY-FOLEY AIRPORT.

PLEASE ENSURE YOU READ AND UNDERSTAND ALL THE CONDUCTIONS AND REQUIREMENTS LISTED IN EXHIBIT "A".

THIS PROJECT IS BEING FUNDED AS A RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI) PROJECT BY THE DEPARTMENT AT 100% DEPARTMENT FUNDING FOR THE NON FEDERAL PROJECT PARTS.

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 1,000,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 100,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.



## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## **7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874
  - B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office LAKE CITY, FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein; or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."



**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 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 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

#### **17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before December 30, 2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Planning and Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section 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.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.



**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

### **25.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No(s) 43297619413

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

THE TAYLOR COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION  
Robert L. Parks, P.E.  
Director of Planning and Production

\_\_\_\_\_  
TITLE

**PROJECT SCHEDULE**  
**F.P. # 43297619413**

| <u>ITEM</u>                | <u>ESTIMATED DATE</u> |
|----------------------------|-----------------------|
| Consultant Selection       | _____                 |
| 90% Design                 | _____                 |
| 100% Design                | _____                 |
| Bid Project                | _____                 |
| Award Project              | _____                 |
| Start Project Construction | _____                 |
| 50% Complete               | _____                 |
| 90% Complete               | _____                 |
| Complete Project           | _____                 |
| Final Project Acceptance   | _____                 |
| Close Project              | _____                 |

**This schedule represents our best estimate for project completion. We also agree to notify the Department promptly of any delays that might impact this schedule.**

\_\_\_\_\_  
**SIGNATORY (PRINT NAME & TITLE)**

\_\_\_\_\_  
**SIGNATURE**

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347 referenced by the above Financial Project Number.

**PROJECT LOCATION:**

**Perry-Foley Airport  
Perry, Florida  
Taylor County**

**PROJECT DESCRIPTION:**

**For the design, and rehabilitation of Runway 18/36, Phase II at the Perry-Foley Airport.**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:**

- **No invoice activity for 6 months or No contract activity for 18 months**

**Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:**

**Scope of Services**

**Design or Master Plan Phase**

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
  - a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
  - b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

#### **Construction Phase**

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of



**work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:**

- a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.**
- b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.**
- 5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.**
- 6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.**
- 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.**

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

I. PROJECT COST: **\$1,000,000.00**

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TOTAL PROJECT COST: **\$1,000,000.00**

II. PARTICIPATION:

Maximum Federal Participation  
FTA, FAA

( 90 %) or **\$900,000.00**

Agency Participation

|         |      |    |
|---------|------|----|
| In-Kind | ( %) | \$ |
| Cash    | ( %) | \$ |
| Other   | ( %) | \$ |

Maximum Department Participation,  
Primary

(DS)(DDR)(DIM)(PORT)(DPTO) ( 10 %) or **\$100,000.00**

Federal Reimbursable (DU)(FRA)(DFTA) ( %) or \$

Local Reimbursable (DL) ( %) or \$

---

TOTAL PROJECT COST **\$1,000,000.00**

**This project is being accomplished as a Rural Economic Development Initiative (REDI) project with the Department funding the Non-Federal at 100% up to and including \$100,000.00.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

725-040-15  
AVIATION  
OGC - 03/09  
Page 1 of 9

**FINANCIAL PROJECT NO.:** 43297619413

**EFFECTIVE DATE:** \_\_\_\_\_

**A. General**

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification**

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

725-040-15  
AVIATION  
OGC - 03/09  
Page 2 of 9

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

**2. Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

**3. Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

**C. Agency Authority**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT "C"**  
**AVIATION PROGRAM ASSURANCES**

725-040-15  
AVIATION  
OGC - 03/09  
Page 3 of 9

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

**D. Agency Responsibilities**

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

- a. The Agency 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 and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government



## AVIATION PROGRAM ASSURANCES

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

**9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

## AVIATION PROGRAM ASSURANCES

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

**11. Public-Private Partnership for Aeronautical Uses**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

**12. Economic Nondiscrimination**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The 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.

(2) 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.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility**

## AVIATION PROGRAM ASSURANCES

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

**21. Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
  - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
  - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

## EXHIBIT "C"

## AVIATION PROGRAM ASSURANCES

- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
- (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

**22. Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
  - (1) Maintain responsibility for all related contract letting and administrative procedures.
  - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
  - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - (5) Establish a project account for the purchase of the land.
  - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
  - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
  - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
  - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

**EXHIBIT "C"****AVIATION PROGRAM ASSURANCES**

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.



## AVIATION PROGRAM ASSURANCES

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

**EXHIBIT - 'D'**  
**PROJECT AUDIT REQUIREMENTS**

Financial Project No. 43297619413

Contract No. \_\_\_\_\_

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** regarding such audit. The **Taylor County Board of County Commissioners** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the

recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018

Lake City, Florida 32025-5874

(i.e. District Program Manager or Audit Director for this contract)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

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

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

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

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

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



## EXHIBIT - 1

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### **FEDERAL RESOURCES**

| <u>Federal Agency</u>           | <u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|---------------------------------|--------------------------------------------------------------------|---------------|
| Federal Aviation Administration | 20.106                                                             | \$900,000.00  |

#### **Compliance Requirements**

- 1.
- 2.
- 3.

### **STATE RESOURCES**

| <u>State Agency</u>                  | <u>Catalog of State Financial Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|--------------------------------------|-------------------------------------------------------------------|---------------|
| Florida Department of Transportation | 55004                                                             | \$100,000.00  |

#### **Compliance Requirements**

- 1.
- 2.
- 3.

#### **Matching Resources for Local Agency**

| <u>Agency</u>                               | <u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u> | <u>Amount</u> |
|---------------------------------------------|--------------------------------------------------------------------|---------------|
| Taylor County Board of County Commissioners |                                                                    | \$0.00        |

#### **Compliance Requirements**

- 1.
- 2.
- 3.

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

22

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider passing a resolution approving the form of the interlocal agreement that admits Taylor County as a member of the Gulf Consortium and Approving the Interlocal Agreement dated September 19, 2012, which replaces the initial Interlocal Agreement approved by the Board at the September 17, 2012 Board Meeting as agendaed by Jack Brown, County Administrator.

**MEETING DATE REQUESTED:**

OCTOBER 16, 2012

**Statement of Issue:**

The Board to consider passing a resolution approving the form of the interlocal agreement that admits the county as a member of the Gulf Consortium and Approving the Interlocal Agreement dated September 19, 2012, which replaces the initial agreement approved by the Board at the September 17, 2012 Board Meeting.

**Recommended Action:**

1) Adopt Resolution approving the form of the interlocal agreement dated September 19, 2012.

2) Approving the interlocal Agreement dated September 19, 2012 which replaces the initial Interlocal Agreement approved at the September 17, 2012 Board Meeting.

**Fiscal Impact:**

TBD    **Budgeted Expense:**    No

**Submitted By:**

JACK BROWN, COUNTY ADMINISTRATOR – 838-3500, Ext 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon. The Consortium is a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members. Staff is currently working with the county attorney to put together a synopsis of the changes which are considered minor.

**Options:** Approve/not approve

**Attachments:** Resolution, Interlocal Agreement 9/19/12

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF TAYLOR COUNTY, FLORIDA APPROVING THE FORM OF THE INTERLOCAL AGREEMENT THAT ADMITS THE COUNTY AS A MEMBER OF THE GULF CONSORTIUM; AUTHORIZING THE GULF CONSORTIUM TO ACT ON THE COUNTY'S BEHALF IN THE IMPLEMENTATION OF THE RESTORE ACT IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; APPOINTING A DIRECTOR AND ALTERNATE TO THE GULF CONSORTIUM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AS FOLLOWS:

**SECTION 1. AUTHORITY FOR THE RESOLUTION.** This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

**SECTION 2. FINDINGS.** Taylor County, Florida (the "County"), does hereby find and determine that:

(A) The County is a county with frontage on the Gulf of Mexico entitled to membership in the Gulf Consortium, a joint public entity created by interlocal agreement among any or all of the counties along the Gulf Coast of Florida.

(B) The County desires to become a member of the Gulf Consortium.

(C) In order to properly document the admission of the County to membership in the Gulf Consortium, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement Relating to Establishment of the Gulf Consortium (the "Interlocal Agreement"), the form of which is attached hereto as Exhibit A.

(D) To maximize the use of County resources and staff, it is in the best interest of the County to authorize the Gulf Consortium to act on its behalf in implementing the RESTORE Act in accordance with the Interlocal Agreement.

**SECTION 3. THE APPROVAL OF THE INTERLOCAL AGREEMENT RELATING TO THE RESTORE ACT.** The form, terms and provisions of the Interlocal Agreement, submitted to this meeting, attached hereto as Exhibit A is intended to set the terms and conditions for the Gulf Consortium to act on behalf of the County in the implementation of the RESTORE Act upon the County becoming a Member of the Gulf Consortium. The form, terms and provisions of the Interlocal

Agreement are hereby approved and the Chairman of the Board of County Commissioners of the County, Clerk of the County, and County Attorney are hereby authorized to execute and deliver said Interlocal Agreement in its name on behalf of the County.

**SECTION 4. FILING OF INTERLOCAL AGREEMENT.** The County Clerk is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in Leon County, Florida as required by Section 163.01(11), Florida Statutes.

**SECTION 5. GENERAL AUTHORITY.** The members of the County Commission and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and the Interlocal Agreement, or desirable or consistent with the requirements hereof or thereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, and each member, employee, attorney and officer of the County and the County Clerk are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder and under the Interlocal Agreement.

**SECTION 6. APPOINTMENT OF GULF CONSORTIUM DIRECTOR AND ALTERNATE.** The Board hereby appoints \_\_\_\_\_ to act as the County's director to the Gulf Consortium and \_\_\_\_\_ to serve as the Alternate.

**SECTION 7. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.



**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**TAYLOR COUNTY, FLORIDA**

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Patricia Patterson  
Chairman, Board of County Commissioners

ATTEST:

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Annie Mae Murphy  
Clerk of the Circuit Court, ex officio Clerk  
To the Board of County Commissioners

APPROVED AS TO FORM:

---

County Attorney

EXECUTION COPY

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**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
GULF CONSORTIUM**

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**Dated as of September 19, 2012**

## TABLE OF CONTENTS

|                                                                 | <u>Page</u> |
|-----------------------------------------------------------------|-------------|
| ARTICLE I                                                       |             |
| DEFINITIONS                                                     |             |
| SECTION 1.01. DEFINITIONS.                                      | 4           |
| ARTICLE II                                                      |             |
| THE CONSORTIUM                                                  |             |
| SECTION 2.01. CREATION.                                         | 6           |
| SECTION 2.02. PURPOSES.                                         | 6           |
| SECTION 2.03. CONSORTIUM MEMBERS.                               | 7           |
| SECTION 2.04. DURATION OF CONSORTIUM.                           | 7           |
| ARTICLE III                                                     |             |
| MEMBERSHIP AND REPRESENTATION                                   |             |
| SECTION 3.01. MEMBERSHIP.                                       | 8           |
| SECTION 3.02. REPRESENTATION.                                   | 8           |
| SECTION 3.03. ACTION.                                           | 9           |
| SECTION 3.04. ELECTION OF OFFICERS.                             | 9           |
| SECTION 3.05. AUTHORITY OF OFFICERS.                            | 9           |
| SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.               | 10          |
| SECTION 3.07. MEETINGS.                                         | 10          |
| SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM<br>MEMBERS. | 11          |
| SECTION 3.09. EXPENSES.                                         | 11          |
| SECTION 3.10. LIABILITY.                                        | 11          |
| SECTION 3.11. EXECUTIVE COMMITTEE.                              | 11          |
| SECTION 3.12. PRINCIPAL PLACE OF BUSINESS.                      | 12          |

ARTICLE IV  
POWERS AND DUTIES

|                                                   |    |
|---------------------------------------------------|----|
| SECTION 4.01. POWERS.                             | 13 |
| SECTION 4.02. ANNUAL BUDGET.                      | 16 |
| SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED. | 16 |

ARTICLE V  
MISCELLANEOUS

|                                   |    |
|-----------------------------------|----|
| SECTION 5.01. DELEGATION OF DUTY. | 17 |
| SECTION 5.02. FILING.             | 17 |
| SECTION 5.03. IMMUNITY.           | 17 |
| SECTION 5.04. LIMITED LIABILITY.  | 18 |
| SECTION 5.05. AMENDMENTS.         | 18 |
| SECTION 5.06. SEVERABILITY.       | 18 |
| SECTION 5.07. CONTROLLING LAW.    | 18 |
| SECTION 5.08. EFFECTIVE DATE.     | 18 |

**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
GULF CONSORTIUM**

**THIS INTERLOCAL AGREEMENT**, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

**WITNESSETH:**

**WHEREAS**, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

**WHEREAS**, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

**WHEREAS**, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

**WHEREAS**, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and



**WHEREAS**, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

**WHEREAS**, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

**WHEREAS**, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

**WHEREAS**, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

**WHEREAS**, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

**WHEREAS**, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

**NOW, THEREFORE**, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.

## ARTICLE I

### DEFINITIONS

**SECTION 1.01. DEFINITIONS.** The following definitions shall govern the interpretation of this Interlocal Agreement:

**"Act"** shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

**"Affected County"** shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

**"Consortium Members"** shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

**"Board"** shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

**"Consortium"** shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

**"Director"** shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

**"Fiscal Year"** shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

**"Manager"** shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

**"Interlocal Act"** shall mean Part I of Chapter 163, Florida Statutes.

**"Interlocal Agreement"** shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**"Public Agencies"** shall mean any "public agency", as that term is defined by the Interlocal Act.

**"RESTORE Act"** shall have the meaning set forth in the preambles hereof.

**"State"** shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

## **ARTICLE II**

### **THE CONSORTIUM**

**SECTION 2.01. CREATION.** The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

### **SECTION 2.02. PURPOSES.**

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

(1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;

(2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;

(3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;

(4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);



(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

**SECTION 2.03. CONSORTIUM MEMBERS.** The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

**SECTION 2.04. DURATION OF CONSORTIUM.** The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

## **ARTICLE III**

### **MEMBERSHIP AND REPRESENTATION**

#### **SECTION 3.01. MEMBERSHIP.**

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

#### **SECTION 3.02. REPRESENTATION.**

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

### **SECTION 3.03. ACTION.**

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

**SECTION 3.04. ELECTION OF OFFICERS.** Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

### **SECTION 3.05. AUTHORITY OF OFFICERS.**

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

### **SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.**

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Consortium.

### **SECTION 3.07. MEETINGS.**

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

**SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS.** Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

**SECTION 3.09. EXPENSES.** The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

**SECTION 3.10. LIABILITY.** No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

**SECTION 3.11 EXECUTIVE COMMITTEE.** An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),



(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

**SECTION 3.12 PRINCIPAL PLACE OF BUSINESS.** The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

## **ARTICLE IV**

### **POWERS AND DUTIES**

#### **SECTION 4.01. POWERS.**

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

#### **SECTION 4.02. ANNUAL BUDGET.**

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

#### **SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.**

The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.



## **ARTICLE V**

### **MISCELLANEOUS**

**SECTION 5.01. DELEGATION OF DUTY.** Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

**SECTION 5.02. FILING.** A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

### **SECTION 5.03. IMMUNITY.**

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**SECTION 5.04. LIMITED LIABILITY.** No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

**SECTION 5.05. AMENDMENTS.** This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

**SECTION 5.06. SEVERABILITY.** In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

**SECTION 5.07. CONTROLLING LAW.** This Interlocal Agreement shall be construed and governed by Florida law.

**SECTION 5.08. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

**SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM**

**TAYLOR COUNTY, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Patricia Patterson  
Chairman  
Board of County Commissioners

\_\_\_\_\_  
Annie Mae Murphy  
Clerk of Circuit Court, ex officio  
Clerk of Board of County  
Commissioners

Approved as to Form

\_\_\_\_\_  
County Attorney