

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JULY 22, 2014
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE 2015-2016 FUNDING CYCLE FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

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

CONSENT ITEMS:

5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING DETAILED WORK PLAN BUDGET FOR MOSQUITO CONTROL, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

PUBLIC REQUESTS:

7. NATALIE WHALEN TO APPEAR TO ADDRESS THE BOARD REGARDING TRAFFIC CONTROL ISSUES ALONG ASH STREET.

HOSPITAL ITEMS:

8. GERI FORBES, CEO, AND DOUG FAIRCLOTH, CFO, DOCTORS' MEMORIAL HOSPITAL (DMH), TO APPEAR TO PRESENT DMH FINANCIALS.
- 8A. THE BOARD TO REVIEW AND DISCUSS CAPITAL EQUIPMENT NEEDS AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL AND DETERMINE A COURSE OF ACTION.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

9. THE BOARD TO CONSIDER THE APPOINTMENT OF TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND (ONE) 1 CITIZEN APPOINTMENT TO THE 2014 VALUE ADJUSTMENT BOARD (VAB), AND TO APPOINT THE CHAIRMAN OF SAME, AS REQUESTED BY THE CLERK.

COUNTY STAFF ITEMS:

10. THE BOARD TO APPROVE THE CERTIFICATES OF PARTICIPATION TO SUBMIT GRANT APPLICATION FOR THE 2014-2015 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF PROJECT AGREEMENT (SFY 2014-2015) WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) IN THE AMOUNT OF \$50,000, FOR IMPROVEMENTS TO HODGES PARK AT KEATON BEACH, AS AGENDAED BY THE GRANTS DIRECTOR.
12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF US DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL AVIATION ADMINISTRATION (FAA), AIRPORT IMPROVEMENT PROGRAM AND SPONSOR CERTIFICATIONS, AS NOW REQUIRED BY FAA FOR ALL GRANTS, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE CONSTRUCTION AND MAINTENANCE AGREEMENT FROM FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR 2.4 MILES OF PAVED SHOULDERS FROM DARK ISLAND TO KEATON BEACH DRIVE, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 13A. THE BOARD TO CONSIDER ACCEPTING THE COMMITTEE RECOMMENDATION AND SCHEDULE PRESENTATIONS FROM THE GENERAL ENGINEERING SERVICE REQUEST FOR QUALIFICATIONS RESPONDENTS.

COUNTY ATTORNEY ITEMS:

14. THE BOARD TO CONSIDER INSTRUCTING THE COUNTY ATTORNEY TO PURSUE LEGAL ACTION AGAINST PHILLIP CARTER FOR NON-COMPLIANCE WITH A CODE ENFORCEMENT ORDER ISSUED BY THE HEARING OFFICER FOR TAYLOR COUNTY ON MARCH 19, 2013.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER ACKNOWLEDGEMENT OF A CONTRACT BETWEEN WES ENVIRONMENTAL LLC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), FOR PETROLEUM CONTAMINATION CLEANUP AT 114 RIVERSIDE DR. SE (IDEAL MARINA & HOTEL), STEINHATCHEE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the first of two Public Hearings to discuss and receive public input for the 2015-2016 funding cycle for the Florida Recreation Development Assistance Program (FRDAP). This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue: The 2015-2016 FRDAP grant submission period opens in August and ends September 30, 2014.

Recommended Action: Move forward with the second Public hearing to be held August 4, 2014 at 6:05 p.m.

Fiscal Impact: The County is eligible to receive a maximum of \$200,000 per grant application. It is important to note FY 2013-2014 and FY 2014-2015 the program only funded projects which were \$50,000 or less. Projects which are \$50,000 or less do not require a match from the County.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has funded numerous projects in the past with FRDAP funds. The County was recently awarded a grant in the amount of \$50,000 for renovation and upgrades to Hodges Park. The program is highly competitive. Grants staff is requesting the Board to consider Steinhatchee Community Center Park as the grant project for FY 2015-2016.

Attachments: Information on the FRDAP Program and the Steinhatchee Community Center Park.



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Office of Information and Recreation Services (OIRS)

What is FRDAP?

FRDAP is a competitive program which provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

How is FRDAP Administered?

Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code. The Office of Information and Recreation Services in DEP's Division of Recreation and Parks has direct responsibility for FRDAP.

Who May Apply for FRDAP Funds?

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

How Do I Apply?

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount is \$200,000.

What are the Match Requirements?

The local match requirement depends on the total project cost:

Total Project, Cost FRDAP Grant, Local Match

\$50,000 or less, 100%, 0%

\$50,001 - 150,000, 75%, 25%

Over \$150,000, 50%, 50%

What Can I Use to Match a FRDAP Grant?

* Cash * Value of undeveloped land owned by applicant (subject to conditions) * In-kind services

How are FRDAP Grants Awarded?

Each application is reviewed to determine eligibility. The Office of Information and Recreation Services evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

Where Do I Get More Information?

Office of Information and Recreation Services
3900 Commonwealth Boulevard, Mail Station #585
Tallahassee, Florida 32399-3000
Phone: 850/245-2501
Fax: 850/245-3038

[Back to OIRS Homepage](#)

Last updated: October 14, 2009

3900 Commonwealth Blvd • Tallahassee, Florida 32399

Information Line: (850) 245-2157

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**Florida Department of Parks and
Recreation Development Assistance Grant
2015 – 2016**

**Proposed Project
Steinhatchee Community Center Park**

Key Elements and Strengths of Proposed Project

1. Park Partnership Project with an entity outside of the Board of Commissioners providing 10% of the project cost.

- Steinhatchee Projects Board

2. Connectivity to state designated trail outside the project boundaries.

- This requires a letter from the Office of Greenways and Trails documenting connectivity.

3. Meets Highest Priority Funding Need for Population Density 2.

- Rank 1 – Renovation of existing recreational facility previously funded by FRDAP.

4. Proposed project meets the goals of the Florida Greenways and Trails System Plan 2013 – 2017 with the recent State approved designation of the Steinhatchee River Paddling Trail.

5. Proposed project meets the top ranked goals of the Outdoor Facility Needs Ranked by Priority Index: Population Density 2.

6. Project site is located within a designated Waterfronts Florida Community.

7. Steinhatchee is a key tourism location in the County meeting the goals of the 2013 – 2017 State Comprehensive Outdoor Recreation Plan.

8. If the proposed project has a cost of more than \$50,000 the project would make an excellent candidate for a Coastal Partnership Initiative (CPI) Grant: The Fishing Pier adjacent to the Steinhatchee Community Center was funded in part with a CPI grant. The Funding cycle for this grant is open from September 1st to September 30th, 2014.





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING DETAILED WORK PLAN BUDGET FOR MOSQUITO CONTROL AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

July 15, 2014

Statement of Issue:

THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FUNDING FOR MOSQUITO CONTROL REQUIRES DETAILED WORK PLAN BUDGET FOR MOSQUITO CONTROL BE SIGNED BY COUNTY ADMINISTRATOR FOR SIGNATURE BY FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION.

Options: APPROVE/NOT APPROVE

Attachments: DETAILED WORK PLAN BUDGET FOR MOSQUITO CONTROL FY 2014-2015



JOHN H. PUTNAM
COMMISSIONER

FOR COUNTY OR
DISTRICT USE ONLY

Submit to:
Bureau of Engineering and Plan
Control
3125 Colonial Blvd, Suite 70
MS C-41
Tallahassee, FL 32305-1899

14
15

Chery White

7/11/2014

Taylor

D. White
2/16/14

\$ 36,924.00 \$ 36,924.00

\$ 32,640.00

\$ 32,640.00

[illegible]

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: MS. NATALIE WHALEN TO ADDRESS THE BOARD REGARDING TRAFFIC CONTROL ISSUES ALONG ASH STREET.



MEETING DATE REQUESTED: JULY 22, 2014

Statement of Issue: MS. WHALEN TO DISCUSS WITH THE BOARD

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: NATALIE WHALEN

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MS. WHALEN CONTACTED THE COUNTY ADMINISTRATOR REGARDING ISSUES WITH SPEEDING AND RACING ALONG ASH STREET BETWEEN US 19 AND US 221. MS. WHALEN WAS SENT TO THE COUNTY BY THE CITY COUNCIL AFTER THE CITY COUNCIL HAD INSTRUCTED THE PERRY POLICE DEPARTMENT TO PUT OUT RADAR SIGNAGE. MS. WHALEN CLAIMS TO REPRESENT A GROUP OF CONCERNED RESIDENTS AND IS REQUESTING 4-WAY STOP SIGNS TO BE PLACED ALONG ASH STREET.

Options: HOLD A PUBLIC HEARING TO CONSIDER PLACING STOP SIGNS
SUGGEST AN ALTERNATIVE METHOD

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Geri Forbes, CEO/Doug Faircloth, CFO, to present DMH Financials



MEETING DATE REQUESTED:

JULY 22

Statement of Issue: DMH FINANCIALS

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: TASHA TOWLES ON BEHALF OF GERI FORBES, CEO

Contact: TASHA TOWLES/GERI FORBES 5840-885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Geri Forbes, CEO/Doug Faircloth, CFO, to present DMH Financials



MEETING DATE REQUESTED:

JULY 22

Statement of Issue: DMH FINANCIALS

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: TASHA TOWLES ON BEHALF OF GERI FORBES, CEO

Contact: TASHA TOWLES/GERI FORBES 5840-885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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

8A

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

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

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

July 21, 2014

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Dustin Hinkel
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Taylor County Equipment

Dear Annie Mae and Dustin:

Enclosed please find a letter I received from Mr. Joseph Stanton, the Bond Counsel.

Please put a copy of this in each commissioner's drawer.

I believe it is self explanatory.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

Joyce Read

From: Joseph Stanton [jstanton@broadandcassel.com]
Sent: Friday, July 18, 2014 2:17 PM
To: 'lawbishop@fairpoint.net'
Subject: Taylor County, Florida- Equipment Purchases for Hospital
Attachments: 20140718_14105053969_U_0000.pdf

Mr. Bishop:

It was a pleasure to speak with you yesterday. I have attached the letter that we discussed to confirm our opinions and recommendations in 2009 on similar issues. Please let me know if this addresses your and the County's needs in this instance.

Thank you.



Joseph Stanton
PARTNER
390 N. ORANGE AVENUE
SUITE 1400
ORLANDO, FL 32801-4961
TELEPHONE: (407) 839-4200
FACSIMILE: (407) 425-8377
BIO
DIRECT LINE: (407) 839-4210
DIRECT FACSIMILE: (407) 650-0962
E-MAIL: JSTANTON@BROADANDCASSEL.COM

www.broadandcassel.com

From: Joseph Stanton [mailto:jstanton@broadandcassel.com]
Sent: Friday, July 18, 2014 2:11 PM
To: Joseph Stanton
Subject: Your Scan File Is Attached

Pursuant to federal regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any tax advice contained herein is not intended or written to be used for the purpose of avoiding tax penalties that may be imposed by the Internal Revenue Service. If this advice is or is intended to be used or relied on in preparing, promoting, marketing or recommending a partnership or other entity, investment plan or arrangement, the regulations under Circular 230 require that we advise you as follows: (1) this writing is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on a taxpayer; (2) the advice was written to support the promotion or marketing of the transaction(s) or matter(s) addressed by the written advice; and (3) the taxpayer should seek advice based on his taxpayer's particular circumstances from an independent tax advisor.

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. ANY ATTACHMENTS TO THIS TRANSMISSION ARE FOR THE SOLE PURPOSE OF CONVEYING THE DIRECT WRITTEN AND COMMONLY VISIBLE COMMUNICATION CONTAINED THEREIN. NO TRANSMISSION OF UNDERLYING CODE OR METADATA IS INTENDED. USE OF ANY ATTACHMENT FOR ANY PURPOSE OTHER THAN RECEIPT OF THE DIRECT WRITTEN COMMUNICATION CONTAINED THEREIN IS STRICTLY PROHIBITED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY AND RETURN THE ORIGINAL MESSAGE TO THE SENDER. THANK YOU.



390 NORTH ORANGE AVENUE
SUITE 1400
ORLANDO, FLORIDA 32801
P.O. BOX 4961 (32802-4961)
TELEPHONE: 407.839.4200
FACSIMILE: 407.425.8377
www.broadandcassel.com

JOSEPH STANTON
EMAIL: jstanton@broadandcassel.com

July 18, 2014

Via email lawbishop@fairpoint.net
Conrad C. Bishop, Jr., Esq.
County Attorney
Taylor County Board of County Commissioners
411 N. Washington Street
Perry, FL 32348

Re: Use of Excess Sales Tax Revenues

Dear Mr. Bishop:

It was nice to speak with you yesterday regarding Taylor County, Florida's (the "County's) Doctors Memorial Hospital project (the "Hospital") and the proposed use of excess Sales Tax Revenues (as such term is defined in the 2005 Bond Resolution of the County) to acquire equipment for use at the Hospital. As we discussed over the phone, in 2009 we offered our advice to the County on similar matters and are writing to confirm our opinion regarding the use of excess Sales Tax Revenues to acquire equipment and our recommendation regarding the method of procurement to acquire the equipment. We have assumed for the purposes of this letter that there have been no modifications or amendments to the Bond Resolution or the Interlocal Agreement with the City of Perry, Florida (the "City").

As we advised the County in 2009, Section 4.4(a)(5) of the Bond Resolution specifically provides that excess Sales Tax Revenues may be "applied by the County **for any lawful purposes for which such monies may be used**, including but not limited to the application of monies to redeem Bonds." We also noted that Section 2 of the Interlocal Agreement provides that Sales Tax Revenues "**shall be used exclusively for the purpose of satisfying in full the obligations incurred in the purchase of land, equipment and construction of new hospital and services relating thereto and for no other purpose whatsoever.**" Consequently, the use of excess Sales Tax Revenues to purchase equipment for the Hospital is permitted by Section 2 of the Interlocal Agreement and Section 4.4(a)(5) of the Bond Resolution.

We further advised the County in 2009 that, consistent with the Interlocal Agreement, the equipment purchased for the Hospital should be owned by the County and procured and owned by the County pursuant to its procurement and purchasing policies and procedures. We provided this opinion based on the fact that the Interlocal Agreement with the City provides for the use of Sales Tax Revenues by the County to acquire, construct and equip the Hospital, and does not contemplate ownership of assets by third parties.

Conrad C. Bishop, Jr., Esq.
County Attorney
July 18, 2014
Page 2

Finally, in connection with the proposed purchase of equipment for the Hospital, if the purchase price of such equipment is to be paid from excess Sales Tax Revenues over multiple years, we further recommend that the documents related to such purchase expressly state that the use of Sales Tax Revenues to pay the purchase price of such equipment is expressly junior, subordinate and inferior to the use of Sales Tax Revenues to satisfy the payment obligations of the County with respect to the Bonds issued by the County to finance the initial acquisition, construction and equipping of the Hospital.

Please contact me if you have any further questions. As we were previously compensated by the County for providing this advice in 2009, we are providing this letter without charge as a professional courtesy to the County. We appreciate our association with both the County and you, and would be honored to have the opportunity to work with the County or you in the future.

Sincerely,

BROAD AND CASSEL

By: Joseph B. Stanton, P.A., Partner



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the Certificate of Participation to submit grant application for the 2014-2015 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue: Board to approve Certificate of Participation to enable the County to be eligible to submit a grant application for the 2014-2015 funding cycle of the FDLE JAG grant program. The County has been the lead administrator of this grant for several years on behalf of the Sheriff's Department.

Recommended Action: Approve Certificate of Participation

Fiscal Impact: The County is eligible to receive up to \$45,221. No cash match is required.

Budgeted Expense: Y/N Not applicable. No match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: To be eligible to submit grant application to FDLE for the 2014-2015 JAG grant, the County must first submit a Certificate of Participation. The County is eligible to receive up to \$45,221 in grant funds with no match required. The grant funds must be used by the Sheriff's Department (or other law enforcement agency in the County as so designated by the Board) for activities that prevent and control crime and drug eradication programs. Michelle Sumrall from the Sheriff's Department will assist with the administration of this grant. In the past, the City of Perry Police Department has received a portion of the grant funds per the request of the Sheriff's Department. In 2014-2015 the Board agreed to a 50/50 split, however the City would be required to prepare their own application and reporting due to past audit issues with the City and FDLE. The County was later contacted by FDLE and the City did not submit their application and funding in the amount of

\$23,110.00 the County could have received was forfeited.
County staff is recommending the application be submitted with
100% of the funding being targeted to Taylor County Sheriff's
Department. .

**Attachments: Certificate of Participation, Letter of Distribution, and JAG grant
information**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKLE, 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

July 22, 2014

Ms. Petrina T. Herring,
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring,

In compliance with State of Florida Rule 11 D-9 F.A.C. Taylor County Board of County Commissioners approves the distribution for \$45,221.00 (total allocation available) of Federal Fiscal Year 2014-2015 for the Edward Bryne Memorial Justice Assistance Grant (JAG) program funds for the following project within Taylor County.

<u>Sub grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Sheriff's Office Eradication Task Force	\$45,221.00

Sincerely,

Malcolm Page Chairman
Taylor County Board of Commissioners

Forest Capital of the South

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Date: July 22, 2014

Ms. Petrina T. Herring
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

This is to inform you that the Board of County Commissioners Accepts XX Declines
the invitation to serve as the coordinating unit of government in the Florida Department of Law
Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with the Office
of Criminal Justice Grants, we have designated the following person:

Name: Melody Cox
Title: Grants Director
E-mail: melody.cox@taylorcountygov.com
Agency: Taylor County Board of Commissioners
Address: 201 E. Green Street
City: Perry Zip: 32347
Telephone: 850-838-3553 County: Taylor

Sincerely,

Chair, Board of County Commissioners

Rule Reference 11D-9.006 OCJG-024 (Rev. June 2012)



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

July 10, 2014

The Honorable Malcom Page
Chairman, Taylor County
Board of Commissioners
201 East Green Street
Perry, FL 32347

Re: Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program – JAG Countywide – State Solicitation

Dear Chairman Page:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2014 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$45,221 funds for use by all units of government within Taylor County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions
JAG-Countywide Project Timeline
JAG-Countywide Application Checklist
Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

The Application Instructions provide an overview of requirements for submitting the JAG-Countywide request for funding through FDLE's on-line grant management system (SIMON). JAG-Countywide documents are also located online at <http://www.fdle.state.fl.us/content/Grants/JAGC2015.aspx>

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds.

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's online grant management system.

The information provided for this year's award process is similar to those provided in previous years, but contain substantial revision based on new state and federal requirements for subawards involving federal grant funds. Please review all information and ensure the designated County Coordinator forwards all relevant program and application information to applicable JAG Project Directors within your county.

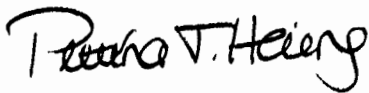
Please complete the enclosed Certificate of Participation and return it as soon as possible to:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Attention: Petrina Herring, Administrator
2331 Phillips Road
Tallahassee, Florida 32308

FDLE does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. Please contact me at (850) 617-1250 with any questions or for further assistance regarding the JAG Program.

Sincerely,



Petrina T. Herring
Administrator

PTH/mk

Enclosure

cc: Mayors in Taylor County
Law Enforcement Agencies in Taylor County
Current JAG Project Directors in Taylor County

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Project Agreement (SFY 2014-2015) with Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) in the amount of \$50,000 for improvements to Hodges Park at Keaton Beach.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue: Board to review and approve Project Agreement with FRDAP for improvements to Hodges Park.

Recommended Action: Board to approve Project Agreement.

Fiscal Impact: The grant is for \$50,000 with no match required from the County.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County approved and submitted grant application to FRDAP requesting funding assistance in the amount of \$50,000 for improvements to Hodges Park September 17, 2013. The improvements included : the playground with a shade covering, restroom/shower area, restriping the paved parking area, sand and beach upgrades, repairs to the pier, habitat signage, an additional security light, and repairs and painting of the two elevated picnic pavilions. The County will have until April 30, 2017 to complete the project. The Engineering Department estimated the project to have a cost of \$56,000 and the Board approved the additional funds if so needed at the October 7, 2013 Board meeting.

Attachments: FRDAP Project Agreement and Attachments

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2014-2015) – **DEVELOPMENT**

This PROJECT AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida 32399 hereinafter called the DEPARTMENT, and **TAYLOR COUNTY**, whose address is **201 E. Green Street, Perry, Florida 32347** hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before **April 30, 2017** (hereinafter referred to as the PROJECT completion date).
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as **Hodges Park** (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number **A15183**), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Commencement Documentation Checklist, DEP Form FPS-A034.
3. The GRANTEE agrees to conduct the PROJECT in accordance with the terms and conditions set forth in this AGREEMENT, Attachment 1, PROJECT Work Plan, and all exhibits and attachments references herein and made a part hereof. PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification. Any revisions to the PROJECT ELEMENTS as set forth in the approved Project Application and Attachment 1 must be formally requested by the GRANTEE and, if agreed upon by the DEPARTMENT, the modifications will be reduced to writing in an amendment to this PROJECT AGREEMENT. PROJECT planning expenses cannot exceed 15% of the PROJECT cost to be eligible for reimbursement.

4. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall become familiar with and comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
5. All forms referenced in this PROJECT AGREEMENT may be found at www.dep.state.fl.us/parks/oirs.
6. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.
7. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, DEP Form FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
8.
 - A. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The GRANTEE may also be required to submit a copy of each executed subcontract to the DEPARTMENT within ten (10) days after execution. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. Subcontractors - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the GRANTEE. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the DEPARTMENT determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the GRANTEE shall be required to reimburse such funds to the DEPARTMENT within thirty calendar (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the GRANTEE'S contract obligations to the Subcontractor, the DEPARTMENT shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees (other than title work), civil or administrative penalties, handling fees, such as set percent

overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:

- i. The GRANTEE may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment 1. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - ii. The GRANTEE may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the GRANTEE shall request the advance written approval from the DEPARTMENT'S Grant Manager of the fixed price negotiated by the GRANTEE. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Grant Manager's approval of the fixed price amount, the GRANTEE may proceed in finalizing the fixed price subcontract.
 - iii. All subcontracts are subject to the provisions of paragraph 8 and any other appropriate provisions of this PROJECT AGREEMENT which affect subcontracting activities.
9. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
10. The GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the PROJECT is complete. The sign must be installed on the PROJECT site and approved by the DEPARTMENT before the final PROJECT reimbursement request is processed.
11. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
12. A. The DEPARTMENT shall compensate the GRANTEE, on a reimbursement basis, funds not to exceed \$ 50,000.00, which will pay the DEPARTMENT'S share of the cost of the PROJECT ELEMENTS as set out in Attachment 1. The total amount of DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	\$ 50,000.00	100%
GRANTEE Match:	0	0%
Type of Match:	N/A	

If the total cost of the PROJECT exceeds the grant amount and the required match, the GRANTEE must pay the excess cost.

B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. Changes less than 10% of the total approved task budget will require a formal change order to the PROJECT AGREEMENT. Changes greater than 10% of the total approved task budget and/or increase or decrease the total funding amount will require a formal amendment to the PROJECT AGREEMENT.

13. The GRANTEE shall submit invoices upon the completion of all Work Elements in Attachment 1 and submission of all deliverables. Each PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final reimbursement request, the DEPARTMENT'S Grant Manager shall review the Completion Documentation Checklist and reimbursement request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program, Completion Documentation Checklist, DEP Form FPS-A036, referenced in paragraph 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for final PROJECT payment. The final PROJECT payment will not be processed until the match requirement has been met.
14. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
15. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which the GRANTEE shall follow.
16. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S procurement procedures. Expenses representing the PROJECT costs, including the

required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

17. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries.
18. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
19. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
20. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
21. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
22. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
23. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by the GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
N/A	\$0
Total Preagreement Expenses Approved:	\$0

24. All payment requests and completion documentation shall be due to the DEPARTMENT within thirty (30) days of construction completion. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of the final PROJECT payment. See Rule 62D-5.054(41). Ten

percent (10%) of the total grant amount will be held until Completion Documents have been received and approved by the DEPARTMENT.

25. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

26. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a

refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

27. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five (5) years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
28.
 - A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment 2** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 2**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.
 - B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 2, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section _____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
<https://apps.fldfs.com/fsaa>
- The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.
29. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
30.
 - A. The accounting systems for all GRANTEES must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be

accounted for separately. GRANTEES are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a GRANTEE'S, or subrecipient's, accounting system cannot comply with this requirement, the GRANTEE, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE under this PROJECT AGREEMENT for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the GRANTEE to the date repayment is made by the GRANTEE to the DEPARTMENT.
- C. In the event that the GRANTEE recovers costs, incurred under this PROJECT AGREEMENT and reimbursed by the DEPARTMENT, from another source(s), the GRANTEE shall reimburse the DEPARTMENT for all recovered funds originally provided under this PROJECT AGREEMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the GRANTEE to the date repayment is made to the DEPARTMENT by the GRANTEE.
- D. The GRANTEE shall include this provision in all subcontracts it enters into for the performance of work under this PROJECT AGREEMENT.

31. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent in writing by regular U.S. mail or electronic mail to the parties at the following addresses:

GRANTEE'S Grant Manager

Ms. Melody Cox
Grants Director
201 E. Green Street
Perry, FL 32347
melody.cox@taylorcountygov.com

DEPARTMENT'S Grant Manager

Mary Ann Lee
Florida Department of Environmental
Protection
3900 Commonwealth Blvd., MS585
Tallahassee, Florida 32399-3000
Mary.ann.lee@dep.state.fl.us

Any changes to the above contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

32. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant

Manager, identified in paragraph 31, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE shall submit to the DEPARTMENT signed Project Status Reports on January 5th, May 5th, and September 5th of each year of the PROJECT AGREEMENT summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.

33. This PROJECT AGREEMENT may be terminated prior to the expiration date as follows:
- A. If for any reason the GRANTEE should fail to perform in a timely manner the obligations under this PROJECT AGREEMENT, or if the GRANTEE should violate any of the federal, state, or local laws pertinent to the FRDAP Program or otherwise, or violate any of the terms and conditions of this PROJECT AGREEMENT, the DEPARTMENT shall thereafter have the right to terminate this PROJECT AGREEMENT with prior notice. In the notice, the DEPARTMENT shall set the effective date of the termination, which may be upon receipt. The DEPARTMENT may, in its sole discretion, provide the GRANTEE an opportunity to cure the violations. If the GRANTEE does not cure or obtain an extension of time within the time period stated in the notice, this PROJECT AGREEMENT shall automatically terminate on the date indicated in the DEPARTMENT'S notice. In the event the DEPARTMENT terminates this PROJECT AGREEMENT for any of these reasons, the DEPARTMENT is not required to compensate the GRANTEE for any expenses incurred before or after such termination.
 - B. The DEPARTMENT may terminate this PROJECT AGREEMENT for convenience by providing the GRANTEE with thirty (30) calendar days written notice. The GRANTEE shall not incur new obligations for the PROJECT after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the PROJECT AGREEMENT.
 - C. This PROJECT AGREEMENT may be unilaterally cancelled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.
 - D. If no reimbursements have been made and GRANTEE wishes to withdraw the Project, the parties hereto may agree to terminate this PROJECT AGREEMENT for convenience as evidenced by written notice from the DEPARTMENT to the GRANTEE. The GRANTEE shall counter-sign the notice and the PROJECT AGREEMENT shall terminate on the date of GRANTEE'S counter-signature.
34. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to bring the site control into compliance with the RULE. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and GRANTEE shall be responsible to reimburse the DEPARTMENT for grant funds expended, if any. Refusal or failure to

reimburse the funds shall result in the GRANTEE remaining out of compliance and thereby ineligible for further grant funding.

35. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes, but is not limited to, compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall have control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall have control over the Project Application documents.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
38. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. If the GRANTEE is self-funded for liability insurance, as appropriate and allowable under Florida law, then the GRANTEE warrants and represents that such self-insurance offers protection applicable to the GRANTEE'S officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
39. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida

Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

40. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
41. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
42. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
43. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
44. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
45. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
46. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

DEP Agreement No. A5183, Page 12 of 12
DEP 55-231 (06/14)

**ATTACHMENT 1
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
DEVELOPMENT
PROJECT WORK PLAN**

Project Name: Hodges Park Improvements

Grantee Name: Taylor County Board of Commissioners

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Commencement Documentation required prior to Reimbursement Request

Project Tasks, Deliverables and Required Documentation

TASK #1: Development of: Hodges Park Improvements	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
Task Description: (list each project element) Playground improvements including a 20 x 30 shade covering Beach access improvements which includes site grading, 100 tons (5 loads) of sand, and installation of Kalinich woven picket sand screen fencing. Fishing Pier Improvements Picnic pavilion repairs and improvements Security Light Restroom facility improvements which includes sidewalk to restrooms Parking facility improvements Nature study area with kiosk and habitat signage Site Amenities *All work will be completed in accordance with the approved plans.	<Provide Budget Detail> \$16,685.00 \$8,455.00 \$4,500.00 \$600.00 \$5,800.00 \$9,110.00 \$2,100.00 \$2,750.00	< Not Applicable No Match Required	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey
TOTALS:	\$50,000.00	\$	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

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

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

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

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

Completion Documentation required prior to Reimbursement

ATTACHMENT 2

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with 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 with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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 Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established 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 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. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and 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. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

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 of such recipient, 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$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. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment 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 of Environmental Protection at the following address:

Audit Director

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

- 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 10th Street
Jeffersonville, IN 47132

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. 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 of Environmental Protection at the following address:

Audit Director

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

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

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

Audit Director

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

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or 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 of Environmental Protection 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

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

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1714A	2014-2015	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

				Total Award	\$50,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve U. S. Department of Transportation, Federal Aviation Administration (FAA), Airport Improvement Program, Sponsor Certifications as now required by FAA for all grants. The County has a pending FAA grant requesting funding assistance for the Airport Master Plan Update which includes the Airport Layout Plan for Perry- Foley Airport.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue: Board to review and approve FAA Sponsor Certification Forms for the pending FAA grant in the amount of \$219,105.00 for the Airport Master Plan Update.

Recommended Action: Approve Sponsor Certifications

Fiscal Impact: The County has a pending grant application in the amount of \$219,105.00 with FAA for the Airport Master Plan Update. The project has a total cost of \$243,450.00 and will be 100% grant funded with FAA and FDOT Aviation grants.

Budgeted Expense: Y/N FAA and FDOT grant budgets have been submitted to Finance for FY 2014-2015.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has submitted grant application to FAA requesting funding assistance to update the Airport Master Plan and Lay Out Plan. FAA has approved the application but will not release a grant contract until the following Sponsor Certifications have been approved by the Board and submitted to FAA:

- Drug- Free Workplace
- Equipment/Construction Contracts
- Real Property Acquisition
- Selection Of Consultants
- Construction Project Final Acceptance
- Project Plans And Specifications

Though several of the forms are not applicable to this project, submission of the forms are a new FAA requirement for any Airport project(s) funded in part or fully with FAA grant funds.

**Attachments: Sponsor Certifications for: Drug-Free Workplace,
Equipment/Construction Contracts, Real Property
Acquisition, Selection Of Consultants, Construction
Project Final Acceptance, and Project Plans And
Specifications**

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

Taylor County Board of
Commissioners

(Sponsor)

Perry - Foley Airport

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
a. Abide by the terms of the statement; and			
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

Taylor County Board of
Commissioners

(Sponsor)

Perry - Foley Airport

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION**

Taylor County Board of
Commissioners

Perry - Foley Airport

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:			
a. The right of flight,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The right of ingress and egress to remove obstructions, and			
c. The right to restrict the establishment of future obstructions.			
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

Taylor County Board of
Commissioners

Perry - Foley Airport

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

Taylor County Board of
Commissioners

(Sponsor)

Perry - Foley Airport

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

Taylor County Board of
Commissioners

Perry - Foley Airport

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Perry - Foley Airport Master Plan Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Taylor County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Malcolm Page

(Typed Name of Sponsor's Designated Official Representative)

Chairman

(Typed Title of Sponsor's Designated Official Representative)

July 7, 2014

(Date)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO RECEIVE AND APPROVE CONSTRUCTION & MAINTENANCE AGREEMENT FROM FDOT FOR 2.4 MILES OF PAVED SHOULDERS FROM DARK ISLAND TO KEATON BEACH DRIVE.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue:

The Florida Department of Transportation (FDOT) is proposing to construct paved shoulders along Beach Road from the Keaton Beach Coastal Park to Dark Island.

Recommended Action: Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2014/15 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On July 2, 2014, the Board of County Commissioners received a Construction & Maintenance Agreement from the Florida Department of Transportation to fund, design, manage, maintain and improve a portion of Beach Road from the Keaton Beach Coastal Park to Dark Island at no expense to Taylor County. Under the terms of this agreement, FDOT will construct 2.4 miles of paved shoulders alongside Beach Road for the purpose of providing multi-use trails within the Coastal Community. Once the project is complete, Taylor County will once again be responsible to operate and maintain the upgraded roadway.

Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Authorizing Signature Resolution

Construction & Maintenance Agreement

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 a Construction & Maintenance Agreement to improve a portion of Beach Road from Keaton Beach Drive to Dark Island, and

WHEREAS, the Construction & Maintenance Agreement will allow FDOT to construct an approximately 2.4 mile multi-use trail as paved shoulders within the Coastal Community, and

WHEREAS, the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Keaton Beach Coastal Park trailhead Construction & Maintenance Agreement.

PASSED in regular session this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
MALCOLM PAGE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1109 South Marion Avenue
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.
SECRETARY**

July 2, 2014

The Honorable Malcolm Page, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

**Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
2.4 miles of paved shoulders bike lanes
From Dark Island Drive to Keaton Beach Drive
Financial Project ID: 430517-1-52-01
Federal ID: 8886-353-A**

Dear Chair Page:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by Taylor County.

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 as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 3722.

Sincerely,

Signed on behalf of
James M. Driggers, P.E.
District Two Program Administration Engineer

JMD:ke:mm
Enclosures

CC: Mr. Dustin Hinkel, County Manager
Mr. Kenneth Dudley, P.E., Taylor County Director of Engineering
Mr. Michael Hunter, P.E., District Two District Office Engineer
Ms. Poudre Goff, Work Program

mm/06/2014

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as CR 361 from Dark Island Drive to Keaton Beach Drive, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to 2.4 miles of paved shoulder bike lanes from Dark Island Drive to Keaton Beach Drive, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. 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.

PLACED UNDER

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

8. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

9. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and the contractor.

10. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

11. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

12. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Mr. Blake Hunter, P.E.
Chiefland Maintenance
1820 South Young Boulevard
Chiefland, Florida 32626

Agency: Mr. Dustin Hinkel, County Manager
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

15. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

16. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

17. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

18. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

19. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

20. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

21. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

22. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

23. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

24. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

25. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

26. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

28. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

29. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

30. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

31. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel

Florida Department of Transportation

Taylor County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

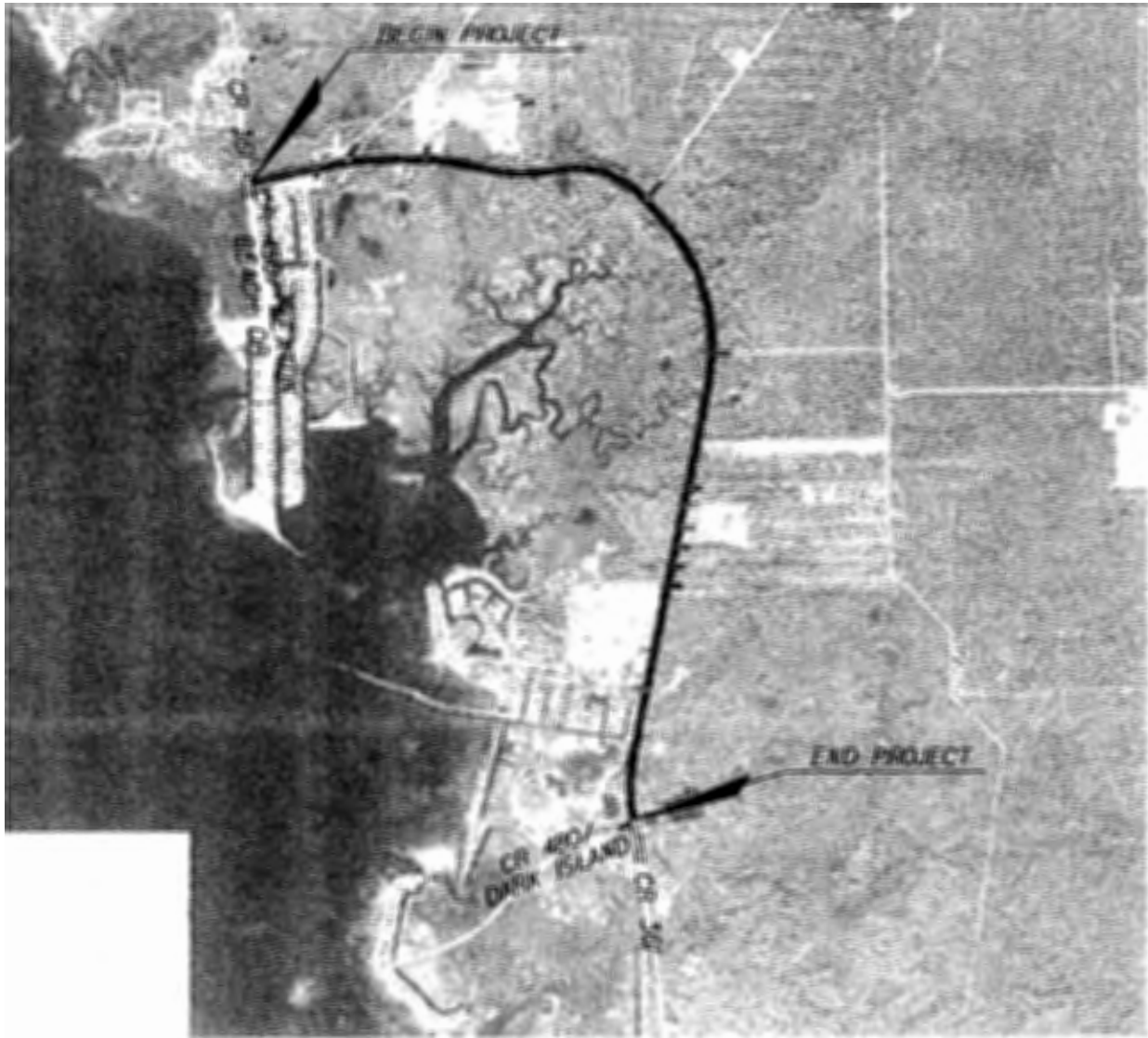
By: _____

Legal Counsel for Agency

EXHIBIT "A"

(PROPERTY DESCRIPTION)

2.4 miles of paved shoulder bike lanes from Dark Island Drive to Keaton Beach Drive



Financial Project Id. No. 430517-1-52-01

Federal Id. No. 8886-353-A

Project Description: CR 361 from Dark Island Drive to Keaton Beach Drive
Off System Department Construct Agency Maintain

EXHIBIT "B"

(RESOLUTION)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO ACCEPT COMMITTEE RECOMMENDATION AND SCHEDULE PRESENTATIONS FROM GENERAL ENGINEERING SERVICE REQUEST FOR QUALIFICATIONS RESPONDENTS.

MEETING DATE REQUESTED:

July 22, 2014

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Surveying and Mapping Services be solicited as a Request for Qualifications for continuing contracts and those projects that will meet or exceed specified thresholds within the statute.

Four Statements of Qualifications (SOQ) were received by the Board at its July 7, 2014 regular meeting. The SOQ Review Committee brings the results of its findings. The Board of County Commissioners shall review and take action on the recommendation of the SOQ Review Committee.

Recommended Action: The Board of County Commissioners should hear 15-minute presentations from the following firms at its August 4, 2014 regular meeting:

Causseaux, Hewett & Walpole, Inc.

Genesis Group, Inc.

Jones Edmunds & Associates, Inc.

Preble Rish, Inc.

Fiscal Impact: FISCAL YR 2014/15 - N/A

Budgeted Expense: NO

Submitted By: SOQ REVIEW COMMITTEE

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that General Engineering Services be solicited as a Request for Qualifications for continuing contracts and those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, Staff proposed, and the Board agreed to advertise a Request for Qualifications for General Engineering Services to be received at its July 7, 2014 regular meeting. At that meeting, the Board received Statements of Qualifications from four (4) firms seeking to provide Taylor County with such services. The proposals from each of the firms were reviewed by the selected committee and were screened based on certain criteria. This recommendation presents the results of that screening

and further requests that each of the firms be given an additional opportunity to present their qualifications to the Board.

Staff recommends that presenting firms be afforded 15 minutes to present their qualifications and answer any questions the Board may have at the August 4th meeting. After hearing all presentations, the Board should then rank the firms in order of preference as guidance for Staff to begin contract negotiations. The negotiated contract(s) will be executed by the County Administrator and brought back to the Board for Ratification once finalized. The scope of work under this proposal covers a possible five year time period from the date of execution through September 30, 2019.

Options:

- 1) Approve the proposed recommendation and hear 15 minute presentations from the top six firms at the August 4, 2014 regular meeting.
- 2) Deny the proposed recommendation, state reasons for such denial and hear presentations from a Board chosen list of firms.

Attachments:

SOQ Review Results and Firm Rankings

Polk County Engineering Division
 Project Number: 2009-001-ENG
 Project Name: General Engineering Services
 SOQ Receipt Date: July 7, 2014

Bid Tabulation

Company	Quality of Submission/Scope Understanding	Office Location		Staffing/Firm Abilities		Relevant Project Experience	Total Experience	Construction Oversight/GST	Project Management	Comments
		Score	Comment	Score	Comment					
Camden, Hewett & Walpole, Inc.	8	7	Gainesville, FL	9	Med Firm 26 years	9	10	10	10	Surveying
Camden Group, Inc.	8	8	Tallahassee, FL	7	Large Firm 27 years	9	2	9	9	Surveying
James Edmunds & Associates, Inc.	9	7	Gainesville, FL	7	Large Firm 40 years	7	6	10	9	
Michael Risch, Inc.	9	9	Monticello, FL	8	Large Firm 23 years			10	10	
Weighting	10		10		10	10	10	10	10	

	Score	Rank
Camden, Hewett & Walpole, Inc.	90.0%	1
Camden Group, Inc.	74.3%	3
James Edmunds & Associates, Inc.	78.6%	2
Michael Risch, Inc.	65.7%	4
0	0.0%	5

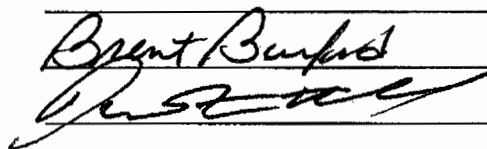
Committee

Signature

Kenneth Dudley

Brent Burford

Dustin Ninkel



Statement:

The above signed committee members hereby agree that the information presented in this tabulation accurately represents the information submitted. We further agree that the top six (6) ranked firms should be given an opportunity to present their qualifications to the Board of County Commissioners.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER INSTRUCTING THE COUNTY ATTORNEY TO PURSUE LEGAL ACTION AGAINST PHILLIP CARTER FOR NONCOMPLIANCE WITH A CODE ENFORCEMENT ORDER ISSUED BY THE HEARING OFFICER FOR TAYLOR COUNTY ON MARCH 19, 2013.

MEETING DATE REQUESTED:

JULY 22, 2014

Statement of Issue: THE BOARD TO CONSIDER LEGAL ACTION

Recommended Action: DISCUSSION

Fiscal Impact: TBD

Budgeted Expense: YES

Submitted By: CONRAD BISHOP

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD INSTRUCTED THE COUNTY ATTORNEY TO CONTACT MR. CARTER VIA CERTIFIED MAIL ON JUNE 2. MR. CARTER HAS NOT REPLIED AND FURTHER GUIDANCE IS NEEDED.

Options:

Attachments: JUNE 2 MEETING MATERIAL
FOLLOW UP LETTER FROM MR. BISHOP

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider instructing the County Attorney to pursue legal action against Phillip Carter for noncompliance with a code enforcement order issued by the Hearing Officer for Taylor County on March 19, 2013.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Property owner failed to remove junk, debris & trash on property located at 1379 Pine Bluff Road.

Recommendation: Consider legal action to achieve compliance

Fiscal Impact: Unknown

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Code Enforcement Department received a complaint on October 4, 2012, concerning excessive junk, debris & trash on a parcel of land owned by Phillip Carter and located at 1379 Pine Bluff Road. The complaint was investigated by the Code Enforcement Officer and deemed to be a violation of Section 30-73 of the Taylor County Code of Ordinances, which regulates junk, debris, trash, and abandoned property. The property owner was notified of the violation and requested to remove the violation on December 12, 2012, and a second notice of violation was mailed to the owner on February 6, 2013, notifying the property owner that the issue would go before the Code Enforcement Hearing Officer on March 13, 2013. The matter was heard by the Hearing Officer on March 13, 2013 and an enforcing order was issued on March 19, 2013. The order instated a fine of \$25.00 per day that would accrue daily beginning April 3, 2013. The property owner has not taken any action since that date to bring the violation into compliance and the total accrued daily fine as of May 15, 2014 was \$10,175.00.

Options:

1. Instruct the County Attorney to pursue legal action.
2. Choose not to take any additional action.

Attachments:

1. Letters to the property owner.
2. Copy of enforcement order.
3. Pictures of violation.
4. Location map.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
HEARING OFFICER

TAYLOR COUNTY CODE
ENFORCEMENT OFFICER,

Petitioner,

vs.

CASE NO. 2012-27

PHILLIP CARTER,

Respondent.

ORDER ENFORCING ORDINANCE SECTION 30-73

THIS MATTER was heard on March 13, 2013. Taylor County Code Enforcement Officer Don Love was present. Respondent Phillip Carter was not present. The hearing was noticed to begin at 10:00 a.m.

The Petitioner was duly sworn and permitted to present his case. Petitioner testified under oath that Respondent was and is in violation of Taylor County Ordinance Section 30-73. Petitioner testified that notice of said violations was provided by mail and certified mail to Respondent. Respondent failed to appear at the hearing.

After due consideration of this matter and after having the opportunity to review and consider the aforesaid notices and photographs which were admitted into evidence and having observed and considered the candor and demeanor of the witnesses who appeared and testified before me and having endeavored to resolve all conflicts of facts in the evidence presented herein, I hereby make the following findings of fact and conclusions of law:

1. The undersigned Hearing Officer has jurisdiction of the subject matter of this claim.
2. In my determination herein I have attempted to distill the testimony and salient facts together with the findings and conclusions necessary to the resolution of this matter. I have not necessarily attempted to summarize the substance of the Petitioner's testimony, nor have I attempted to state nonessential facts. The fact that I have not done so should not be construed as a failure to consider all of the evidence.
3. Respondent Phillip Carter is the owner, lessee, or current occupant of the subject property located at 1379 Pine Bluff Rd., Perry, FL. 32347. Said property has an open accumulation of junk, debris, abandoned buildings, and/or non functioning vehicles without proper registration.
4. Respondent was provided proper notice of violation of County Ordinance Section 30-73.
5. Respondent has failed to bring the property into compliance.


6. It is unlawful for the owner of any land in Taylor County to permit or to cause thereon the open storage and accumulation of junk, trash and abandoned property, or to drop, deposit, discard or otherwise dispose of litter in or upon any private property within Taylor County.

I find that based upon facts and evidence submitted, Respondent is in violation of County Ordinance Section 30-73. Accordingly, it is ORDERED AND ADJUDGED as follows:

1. Respondent is ordered to clean up the junk and debris, and to otherwise bring the property into compliance with the Taylor County Ordinances as listed in the Notice, within fifteen (15) days of the date of this Order. If Respondent fails to do so to the satisfaction of the code enforcement officer, fines in the amount of \$25 per day are imposed and will thereafter accrue.

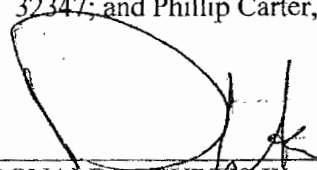
2. The Code Enforcement Officer shall examine the property to determine if it has been brought into compliance after fifteen days and shall execute an affidavit asserting that it either has or has not been brought into compliance, and place said affidavit in the file.

DONE AND ORDERED on the 19th day of March, 2013.



DONALD R. CURTIS III
Hearing Officer
315 W. Green Street
Perry, FL 32347

A copy of the foregoing has been furnished by US Mail to: Taylor County Code Enforcement Officer Don Love, 201 E. Green Street, Perry, FL 32347; and Phillip Carter, 1379 Pine Bluff Rd., Perry, FL 32347, this 19th day of March, 2013.



DONALD R. CURTIS III
Hearing Officer

TAYLOR COUNTY
CODE ENFORCEMENT DIVISION
201 EAST GREEN STREET
PERRY, FLORIDA 32347
(850) 838-3500 EXT. 103
Fax (850) 838-3501

NOTICE OF VIOLATION

December 12, 2012

Phillip Carter
1379 Pine Bluff Rd. Rd
Perry, FL. 32347

Subject Property: 1379 Pine Bluff Rd
Mr. Carter,

The Code Enforcement Division has received a complaint in reference to the above subject property. An inspection by our Division has determined the property is in violation of:

1. Article III L.D.C. Section 30.71 Junk, debris, abandoned property, and trash
2. To correct this violation you must remove all trash, junk and debris as well as abandoned property.

This is official notification to inform you that if the above violation is not corrected this case will be turned over to the code enforcement hearing officer and a hearing will be held on February 20, 2013 for disposition of this case. The hearing will be at 10:00 A.M. at the county administration building located at 201 E. Green St. in Perry.

If you have any questions regarding this notice contact me at 850-838-3500 ext 109

Respectfully



Don Love
Code Enforcement Officer

**TAYLOR COUNTY
CODE ENFORCEMENT DIVISION
201 EAST GREEN STREET
PERRY, FLORIDA 32347
(850) 838-3500 EXT. 103
Fax (850) 838-3501**

NOTICE OF VIOLATION

February 6, 2013

Phillip Carter
1379 Pine Bluff Rd.
Perry, FL. 32347

Subject Property: 1379 Pine Bluff Rd
Mr. Carter,

The Code Enforcement Division has received a complaint in reference to the above subject property. An inspection by our Division has determined the property is in violation of:

1. Article III L.D.C. Section 30.71 Junk, debris, abandoned property, and trash
2. To correct this violation you must remove all trash, junk and debris as well as abandoned property and inoperable vehicles.

This is official notification to inform you that if the above violation is not corrected this case will be turned over to the code enforcement hearing officer and a hearing will be held on March 13, 2013 for disposition of this case. The hearing will be at 10:00 A.M. at the county administration building located at 201 E. Green St. in Perry.

If you have any questions regarding this notice contact me at 850-838-3500 ext 109

Respectfully

Don Love
Code Enforcement Officer

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM PEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY CODE ENFORCEMENT DEPARTMENT

**Code Enforcement
March 25, 2014**

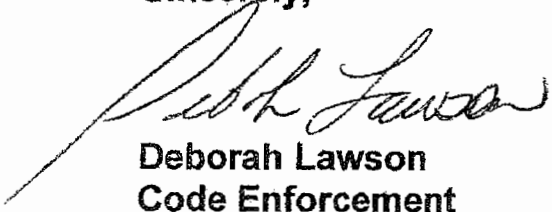
Phillip Carter,

This letter is in regards to the violations on your property at 1379 Pine Bluff Rd., in Perry, Florida.

Enclosed you will find a copy of the Order Enforcing Ordinance Section 30-73, which was heard before the County Commissioners Hearing Officer on March 13, 2013. This order has imposed a fine of \$25 per day to be accrued for every day the property is not brought into compliance. As of this date you have accrued a fine of \$8,600.

I would like for you to contact me and give a timeline when you would be able take care of this matter. This action would be in your best interest as there is a possibility to mitigate the fine if this matter is handled promptly.

Sincerely,


**Deborah Lawson
Code Enforcement
838-3500 ext. 103**



Taylor County GIS Mapping

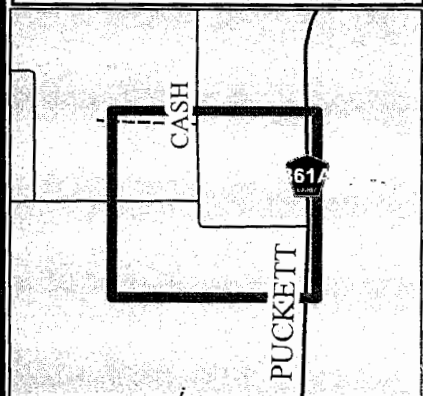
Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded Road



1 inch = 300 feet

Printed On: Thursday, May 15, 2014



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor County Board of County Commissioners assume no responsibility for errors or omissions.



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

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

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

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

July 2, 2014

Hon. Annie Mae Murphy
Clerk of Courts
Post Office Drawer 620
Perry, Florida 32348

Mr. Dustin Hinkel
County Administrator
201 East Green St.
Perry, FL 32347

Re: Taylor County & Phillip Carter

Dear Annie Mae and Dustin:

Please find enclosed a copy of the envelope where Mr. Carter did not claim the letter. I haven't heard a thing from him.

Dustin, have you? If not, this needs to be put on the agenda for the commissioners to tell me how to proceed.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/jr

Enclosure

The Bishop Law Firm, P.A.
Attorneys at Law
Conrad C. Bishop, Jr.
Post Office Box 167
Perry, Florida 32348

6/30

LN
6/8

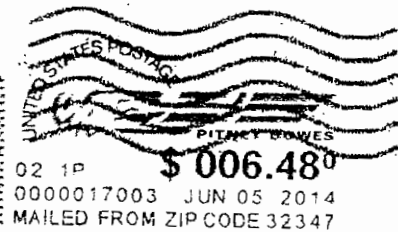
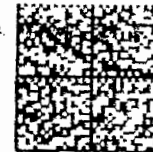
CERTIFIED MAIL™



7012 1640 0001 8267 7352

TALLAHASSEE FL 323

15 JUN 2014



Mr. Phillip Carter
1379 Pine Bluff Road
Perry, Flori NIXIE

1st NOTICE

322 SE 1009 0006/27/14

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 32348016767 *0187-08422-05-38

3234800167
32348+0589

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER ACKNOWLEDGEMENT OF A CONTRACT BETWEEN WES ENVIRONMENTAL LLC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PETROLEUM CONTAMINATION CLEANUP AT 114 RIVERSIDE DR SE (IDEAL MARINA AND HOTEL), STEINHATCHEE

MEETING DATE REQUESTED:

Statement of Issue: THE BOARD TO CONSIDER ACKNOWLEDGEMENT OF A CONTRACT BETWEEN WES ENVIRONMENTAL LLC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Recommended Action: APPROVAL

Fiscal Impact: TO BE DETERMINED

Budgeted Expense:

Submitted By: COUNTY ADMINISTRATOR

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: WES ENVIRONMENTAL IS A QUALIFIED CONTRACTOR FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FLORIDA PETROLEUM CLEANUP PARTICIPATION PROGRAM (CHAPTER 376, FLORIDA STATUTES). THE STATE OF FLORIDA HAS CONTRACTED WITH WES ENVIRONMENTAL FOR THE CLEANUP OF PETROLEUM CONTAMINATION AT 114 RIVERSIDE DR SE, STEINHATCHEE (IDEAL MARINA AND HOTEL). AS THE OWNER OF THE PROPERTY, THE BOARD IS ASKED TO ACKNOWLEDGE THIS CONTRACT WITH WES ENVIRONMENTAL AS THE CONTRACTOR FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Options:

Attachments: