### SUGGESTED AGENDA

### **AMENDED**

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, AUGUST 19, 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 A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION APPROVING A RIGHT-OF-WAY ABANDONMENT PETITION FOR CERTAIN ROADS IN THE HENDRY ADDITION OF SHADY GROVE, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
- 5. THE BOARD TO HOLD A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC IN CONNECTION WITH THE COUNTY'S USE OF PROCEEDS FROM THE EXCESS 1¢ SALES TAX, IN THE AMOUNT OF \$2,000,000.00, FOR THE PURCHASE OF EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), PURSUANT TO COUNTY

ORDINANCE NO. 99-1, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

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

### CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.

### PUBLIC REQUESTS:

### CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

- 7. STATE OF THE RESOURCE/PAYMENT IN LIEU OF TAXES PRESENTATION, AS AGENDAED BY DR ANN B. SHORTELLE, PH.D. EXECUTIVE DIRECTOR, SUWANNEE RIVER WATER MANAGEMENT DISTRICT.
- 8. THE BOARD TO CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND TAYLOR COUNTY CONVEYING CERTAIN LANDS TO TAYLOR COUNTY FOR PAYMENT IN LIEU OF TAXES, AS AGENDAED BY ANN B. SHORTELLE, PH.D., EXECUTIVE DIRECTOR.

### COUNTY STAFF ITEMS:

- 9. THE BOARD TO CONSIDER AND APPROVE THE STATE AID TO LIBRARIES GRANT APPLICATION FOR THE TAYLOR COUNTY PUBLIC LIBRARY SYSTEM, AS AGENDAED BY LINDA HAWKINS, LIBRARY MANAGER.
- 10. THE BOARD TO REVIEW AND APPROVE GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE AIRPORT MASTER PLAN UPDATE WHICH INCLUDES THE AIRPORT LAYOUT PLAN FOR PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

### COUNTY ATTORNEY ITEMS:

10A. THE BOARD TO HEAR AND CONSIDER A REQUEST FOR A CONFLICT WAIVER FROM BRIAN DUFFY, ESQUIRE, AS AGENDAED BY THE COUNTY ATTORNEY.

### COUNTY ADMINISTRATOR ITEMS:

- 11. THE BOARD TO APPROVE THE APPLICATION FOR FUNDING ASSISTANCE FOR THE 2014-2015 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
- 12. THE BOARD TO DISCUSS A PROPOSED STUDY TO UPDATE ITS ENGINEERING PLAN FOR MAINTENANCE DREDGING FOR PUBLIC CANALS AND DETERMINE A FUNDING SOURCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 13. THE BOARD TO DISCUSS HODGES PARK AND BEACH CLEAN UP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 14. THE BOARD TO RECEIVE A LEASE TERMINATION NOTICE FROM NORTH FLORIDA MEDICAL CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 15. 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.

### TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

### **SUBJECT/TITLE:**



Board to hold a public hearing to consider adoption of a resolution approving a right-of-way abandonment petition for certain roads in the Hendry Addition of Shady Grove.

MEETING DATE REQUESTED:	August 19, 2014
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Statement of Issue: Application from Auley Rowell to abandon certain streets & alley's in the

Hendry Addition of Shady Grove.

Budgeted Expense: Yes No N/A x

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a petition to abandon certain streets in the Hendry Addition of Shady Grove from Auley Rowell on July 21, 2014. The petition describes the roads to be closed as follows:

All that portion of the Hendry Addition of the Town of Shady Grove as recorded on April 17, 1907 that is East of US 221 and North of County Road 14

- (1) Government Street
- (2) Live Oak Street
- (3) Econfina Street

South of County Road 14 and West of US 221

McLeon Street

- (1) East/West alley in block 9
- (2) East/West alley in block 10

A legal notice was advertised in the local paper on Wednesday, July 30, 2014 and individual notice was mailed to all property owners within 500 feet of the petition site.

**Options:** 

1. Adopt a resolution approving the petition

2. Deny the petition

Attachments:

1. Copy of the application

2. Location maps and copy of resolution

### **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

- 1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:00 o'clock p.m. on the 19<sup>th</sup> day of August, A.D. 2014, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.
- 2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

#### **HENDRY ADDITION TOWN OF SHADY GROVE:**

All that portion of the Hendry Addition of the Town of Shady Grove as recorded on April 17, 1907 that is East of US 221 and North of County Road 14

- (1) Government Street
- (2) Live Oak Street
- (3) Econfina Street

South of County Road 14 and West of US 221

Mcleon Street

(1) East/West alley in block 9

- (2) East/West alley in block 10
- 3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 19<sup>th</sup> day of August, A.D., 2014.

		BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA
(Seal)	Ву: _	
		Malcolm Page, Chairman
ATTEST:		
Annie Mae Murphy, Clerk		APPROVED AS TO FORM
		County Attorney



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

• • • • • • • • • • • • • • • • • • • •	JOHN OF WALL ABAND			
FEE: \$250.00	DATE: 7/14/14	RECEIPT #:	1248	
ROAD NAME: 5	EE ATTACKED			
PHYSICAL LOCATION	1: Hendry Dddith	on Tunn of	Shedibroe	
APPLICANT: W.I	liem A Rovell +	Vustee a Willom F	Jule, & Partren Rowan	
ADDRESS: Po	BOX 659 Shaly	Grov F1 32357		
PHONE #:	50 584 282	2 .		
	ADJOINING PROPER	RTY OWNER(S)		
NAME: Sarch 1	Helew Steen et, SIGNA	TURE: SEE Le	tter-	
ADDRESS: PoBo	x 604 Snzzy Grue A	PHONE:		
NAME:	SIGNA	TURE:		
ADDRESS:	P	PHONE:		
ADDRESS: PHONE: PHONE: NAME: WILLIAM AUTO, a Pater SIGNATURE:				
	- 659 Sndy Gkr F1.32			
NAME:	SIGNA	TURE:		
ADDRESS:		PHONE:		
PETITION TYPE				
Plat: Portion	of plat: Right-of-	way: Pub	lic easement:	
Public interest in private	e right-of-way: NoNe			

### **ROWELL**

PO Box 659 Shady Grove, FL 32357 850-838-6124 arowell@fairpoint.net

July 21, 2014

Mr. Malcolm Page, Chairman Taylor County Board of Commissioners PO Box 620 Perry Florida 32348

Dear Malcolm,

We are submitting a petition for abandonment for a portion of the streets of the Hendry Addition Shady Grove as the enclosed depicts.

- The mentioned streets serve no public purpose.
- All adjoining property owners have submitted letters concurring with the abandonment of said streets.

We appreciate your consideration of this request.

Sincerely,

Auley and Patricia Rowell

**Enclosure** 

Copy: Dustin Hinkle, Danny Griner

# RIGHT OF WAY ABANDOMENT PETITION

### Description:

# Hendry Addition Town of Shady Grove:

All That portion of the Hendry Addition of the Town of Shady Grove as recorded on April 17, 1907 that is East of US,221 and North of County Road 14

- (1) Government Street
- (2) Live oak Street
- (3) Econfina street

South of County Road 14 and West of US 221

McLeon Street

- (1) East/West ally in block 9
- (2) East west alley in block 10

July 14, 2014

### **Auley Rowell**

PO Box 659 Shady Grove, FL 32357

March 16, 2009

Joe and Teresa Heartsfield PO Box 654 Shady Grove, FL 32357

RE: Closing of Streets

Dear Joe and Teresa,

This is to confirm our concurrence with the closing of any or all county rights of way as advertised by the Taylor County Board of Commissioners north of Alton Wentworth Road, east of the railroad and west of US 221 Hendry Addition, town of Shady Grove.

In return, you would agree with closing of any or all county rights of way south of Alton Wentworth Road, east of the railroad and west of US 221 Hendry Addition, Shady

Voc Hoortafield

3/12/19

ield / Da

Auley Rowell

Patricia Rowell

Date

Copy: Mr. Danny Griner

Mr. Joe Mattingly

June 27, 2014

Mr. & Mrs. Auley Rowell P. O. Box 659 Shady Grove, Fl 32357

RE:

Purchase from the Steen Estate - Road Closure

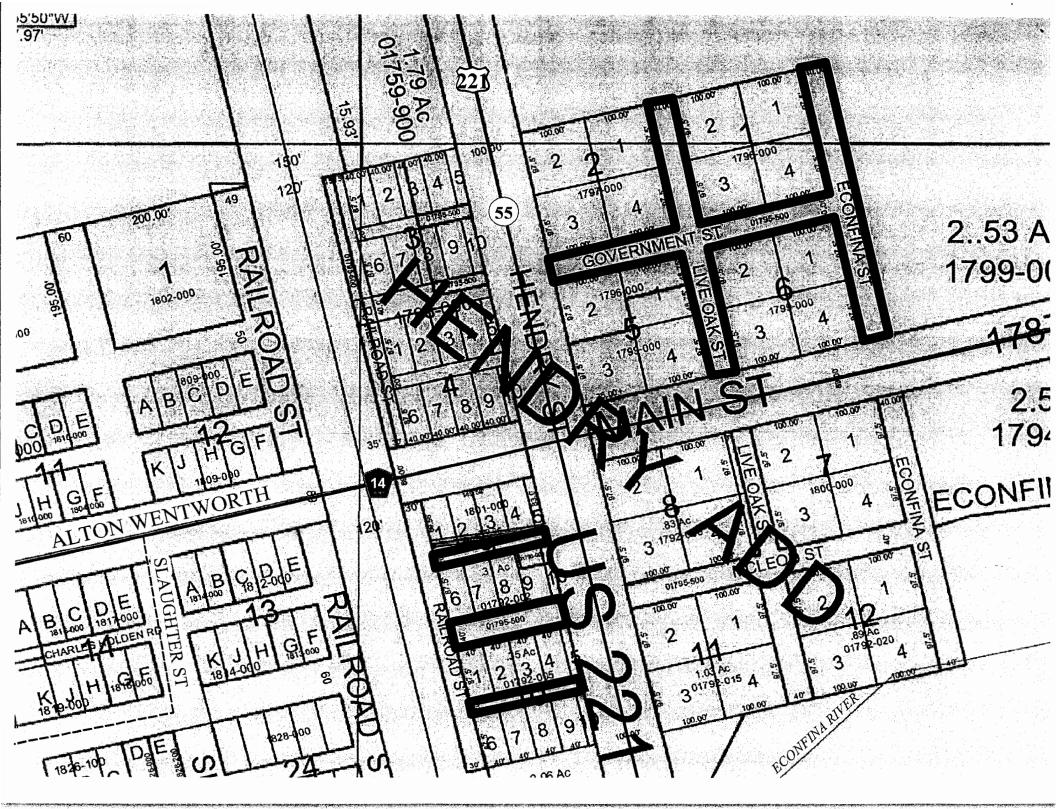
Dear Mr. & Mrs. Rowell,

The undersigned are the Co-Representatives of the Estate of Sarah Helen Steen and have no objection to closing/abandoning the streets North of Highway 14 contained within the Hendry Addition to the Town of Shady Grove..

Morris G. Steen Jr.

Sarah Helen Lauterbach

Sarah Helen Lauterreen





NOTICE OF PROCEDURES FOR THE . CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN: You will take notice that the Board of County Commissioners of Taylor County Forda, upon the petition of certain of the adjacent - landowners to hereinafter described property, will at 600 p.m. on the 19th day. will at 6:00 p.m. on the 19th day of August, 2014 at the Taylor County Administrative Complex 201 East Green Street, Perry Florida 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and a public in and to all streets, thoroughtares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows DESCRIPTION: HENDRY ADDITION TOWN OF SHADY GROVE: All that portion of the Hendry's Addition of the Town of Shady; Grove as recorded on April 17. 1907 that is East of US 221 and North of County Road 14 Government Street Live Oak Street Econfina Street South of County Road 14 and West of US 221 Mcleon Street East/West alley in block 9 East/West alley in block 10 A copy of the petition is available to the public at the Planning Department of Taylor County during regular business Notice is also given pursuant to Florida Statute 286-105, that any persons deciding to appeal any matter considered at this public hearing will need a tecord of the meeting and may need to ensure that a verballing record of the proceedings is made, which record includes the testimony and evidence upon which the

# LEGALS A

appeal site be based.

This healing may be confinued from time to filme as may be incressary.

This Notice shall be malled to properly awners within 500 feet.

This Notice shall be malled to properly owners within 500 feet of the properly directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

### NOTICE OF PUBLIC HEARING

The Board of County Commissioners of Taylor County, Florida, will hold a Public Hearing on <u>Tuesday</u>, <u>August 19</u>, <u>2014</u>, <u>at 6:15 P.M.</u>, at the Taylor County Board of County Commissioners Administrative Complex, located at 201 E. Green Street, Perry, Florida 32347. Said Public Hearing to receive input from the public, in connection with the County's use of proceeds from the excess 1¢ sales tax, in the amount of \$2,000,000.00, for the purchase of equipment for Doctors' Memorial Hospital (DMH), pursuant to County Ordinance No. 99-11.

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

DATED this <u>23<sup>RD</sup></u>. day of <u>JULY</u>, <u>2014</u>, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

LEGAL SECTION

1 ISSUE

WEDNESDAY, JULY 30, 2014

**BILL TCBCC** 



### **Cindy Mock**

From:

Cindy Mock <cmock@taylorclerk.com>

Sent: To:

Wednesday, July 23, 2014 3:34 PM

Cc:

Perry Newspapers

DUSTIN HINKEL (dustin.hinkel@taylorcountygov.com)

Subject:

**LEGAL ADV** 

Attachments:

NOTICE OF PUBLIC HEARING (DMH) 8-19-14.doc

Please advertise the attached Notice, as specified.

# Cindy Mock, D.C.

Administrative Assistant to Annie Mae Murphy Clerk Circuit Court 108 N Jefferson St. P.O. Box 620 Perry, FL 32348 (850) 838-3506 x 111

cmock@taylorclerk.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

### NOTICE OF PUBLIC HEARING

The Board of County Commissioners of Taylor County, Florida, will hold a public hearing on August 4, 2014, at \_\_\_\_\_\_.m. at the Taylor County Board of County Commissioners Administrative Complex located at 201 E. Green Street, Perry, Florida 32347 to hear from the public on the County using proceeds from the 1¢ sales tax to purchase equipment for Doctors Memorial in the amount of \$2,000,000.00

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

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2014, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ga, li

### July 23, 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

Dear Annie Mae and Dustin:

Please find enclosed a Notice of Public Hearing for the  $1\$  sales tax to purchase equipment for the hospital.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

### **Cindy Mock**

From:

Sent:

To:

Attachments:

The Bishop Law Firm <lawbishop@fairpoint.net>
Wednesday, July 23, 2014 11:04 AM
'Cindy Mock'; 'Dustin Hinkel'
ANNIE MAE AND DUSTIN LETTER - 7-23-14.doc; NOTICE OF PUBLIC HEARING (DMH).doc

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

### SUBJECT/TITLE:



State of the Resource/Payment in Lieu of Taxes Presentation, Ann B. Shortelle, Ph.D., Executive Director.

**MEETING DATE REQUESTED:** 

August 19, 2014

Statement of Issue: Information

Recommended Action:

None

Fiscal Impact:

N/A

**Budgeted Expense:** 

N/A

Submitted By:

Steve Minnis

Contact:

Steve Minnis 386.362.1001

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

### Margaret con

Dustin Hinkel

Sent:

Thursday, July 31, 2014 8:14 AM

To:

Minnis, Steve

Cc:

Johnson, Abby; Margaret Dunn

Subject:

RE: Presentation to the Taylor County BOCC

**Attachments:** 

New Agenda Request Form-Template (3).doc

Steve, yes that will work. Please fill out the attached request form and email it back to our Assistant County Administrator, Margaret Dunn by Tuesday, August 12. If you have any PowerPoints or handouts please attach them to the email that you send in the request so that we can include them in our commissioners' preparation materials.

Thanks!

### **Dustin Hinkel**

County Administrator
Taylor County Board of County Commissioners

Click here to sign up for instant severe weather alerts and updates via email and text message!

201 E Green Street Perry, FL 32347 850-838-3500 ext 7 Office 850-838-3501 Fax 850-672-0830 Cell

dustin.hinkel@taylorcountygov.com http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Minnis, Steve [mailto:SAM@srwmd.org]
Sent: Wednesday, July 30, 2014 3:34 PM

To: Dustin Hinkel Cc: Johnson, Abby

Subject: Presentation to the Taylor County BOCC

Dustin – is it possible to be placed on the BOCC agenda for August 19, 2014 at 6:00 p.m.? The topic is "State of the Resource/Payment in Lieu of Taxes Presentation, Ann B. Shortelle, Ph.D., Executive Director.

Steven Minnis
Director of Governmental Affairs and Communications
Suwannee River Water Management District
9225 CR 49, Live Oak, FL 32060
386.362.0434 (direct)

386.362.8313 (mobile) 800.226.1066 (FL Toll Free)

Individuals lobbying the District must be registered as lobbyists (Section112.3261, Florida Statutes). www.mysuwanneeriver.com

Let us know how we're doing: Contact Us



All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) AND TAYLOR COUNTY CONVEYING CERTAIN LANDS TO TAYLOR COUNTY FOR PAYMENT IN LIEU OF TAXES.

MEETING DATE REQUESTED:

August 19, 2014

Statement of Issue:

THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT HAS OFFERED TO CONVEY TO TAYLOR COUNTY A PARCEL OF LAND LOCATED NEAR HAMPTON SPRINGS

FOR PAYMENT IN LIEU OF TAXES (PILT).

Recommended Action: APPROVE THE INTERLOCAL AGREEMENT

Fiscal Impact:

ENUMERATED IN THE INTERLOCAL AGREEMENT

Budgeted Expense:

N/A

Submitted By:

ANN B. SHORTELLE, PH.D., EXECUTIVE DIRECTOR, SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Contact:

**STEVE MINNIS 386-362-1001** 

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT OWNS SURPLUS LAND SITUATED IN TAYLOR COUNTY NEAR HAMPTON SPRINGS. THE INTERLOCAL AGREEMENT PERMANENTLY CONVEYS THE LAND TO TAYLOR COUNTY FOR PAYMENT IN LIEU OF TAXES FOR A PERIOD OF TEN (10) YEARS. TAYLOR COUNTY WOULD ASSUME THE COST OF TITLE INSURANCE AND FOR A SURVEY IF THE BOARD CHOOSES TO PURCHASE TITLE INSURANCE AND IF THE BOARD DESIRES TO HAVE A SURVEY OF THE PROPERTY.

Options:

NOT APPROVE THE INTERLOCAL AGREEMENT/NOT ACQUIRE THE

PROPERTY.

Attachments:

ORIGINAL INTERLOCAL AGREEMENT FOR SIGNATURE

LETTER FROM CONRAD BISHOP, COUNTY ATTORNEY

# INTERLOCAL AGREEMENT BETWEEN SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND TAYLOR COUNTY, FLORIDA

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2014, by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the "DISTRICT"), and Taylor County, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), (all of the foregoing may be collectively called the "PARTIES"), and pursuant to Section 163.01, Florida Statutes, and the PARTIES agree as follows:

### WITNESSETH:

WHEREAS, the DISTRICT is a Florida water management district created and operating under Ch. 373, Florida Statutes; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the COUNTY is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law and such powers include the protection of water quality within its boundaries; and,

WHEREAS, the DISTRICT owns certain real property which lies within the boundaries of the COUNTY more particularly described on the attached Exhibit "A" (hereinafter called the "PROPERTY"); and,

WHEREAS, the COUNTY wishes to acquire the PROPERTY from the DISTRICT and is willing and able to pay for such acquisition; and,

WHEREAS, the COUNTY presently receives its yearly payment in lieu of taxes and is willing to pay such funds to the DISTRICT for a limited amount of time in order to receive the PROPERTY; and,

WHEREAS, the PARTIES have reached an agreement between them as to the matters set out above and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

- 2. The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
  - 2.1 AGREEMENT shall mean this interlocal agreement.
  - 2.2 *COUNTY* shall mean Taylor County, a political subdivision of the State of Florida.
  - 2.3 *DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes.
  - 2.4 *EFFECTIVE DATE* shall mean the date this AGREEMENT (after being fully executed) is filed with the clerk of the circuit court for Taylor County pursuant to Section 163.01(11), Florida Statutes.
  - 2.5 *PARTIES* shall mean the DISTRICT and the COUNTY.
  - 2.6 *PAYMENTS IN LIEU* shall mean the payments in lieu of taxes as contemplated in Sections 373.59 and 373.5905, Florida Statutes (2014), as they may be amended from time to time.
  - 2.7 *PROPERTY* shall mean the real property located within the boundaries of the COUNTY which is more particularly described on the attached Exhibit "A".
- 3. CONVEYANCE OF THE PROPERTY TO THE COUNTY. The DISTRICT shall convey the PROPERTY to the COUNTY. As provided in Section 373.099, Florida Statutes, the deed of conveyance shall not give any warranties of title and shall be executed by the chair and secretary of the DISTRICT's governing board. The DISTRICT shall not be responsible for the accuracy of the legal description used in such deed. The deed shall show that the DISTRICT chooses not to reserve any interest in the PROPERTY's minerals by the operation of Section 270.11, Florida Statutes. The COUNTY shall record the deed of conveyance paying all fees and costs associated therewith. If the COUNTY wishes, it may, at the COUNTY's sole expense, have the PROPERTY surveyed and, upon approval of the surveyed legal description by the DISTRICT, the deed of conveyance will use the surveyed legal description. If the COUNTY wishes, it may, at the COUNTY's sole expense, purchase a title insurance commitment followed by a title insurance policy for the PROPERTY and should the title insurance commitment show defects in the title which the COUNTY deems unacceptable, the COUNTY may, prior to closing, terminate this Agreement, with the parties thereafter being released from all further obligation hereunder.
- 4. <u>COMPENSATION TO THE DISTRICT</u>: In exchange for the PROPERTY, the COUNTY agrees that the DISTRICT may retain all PAYMENTS IN LIEU the COUNTY would otherwise receive for the time period beginning on the EFFECTIVE DATE and running until the end of the COUNTY's fiscal year in which the tenth (10<sup>th</sup>)

anniversary of the EFFECTIVE DATE falls. The COUNTY shall, upon demand, execute any and all documents reasonably requested by the DISTRICT to document the right of the DISTRICT to retain such PAYMENTS IN LIEU. The parties understand that the total amount to be received by the DISTRICT as provided herein may or may not be equal to the fair market value of the PROPERTY. Further, the parties understand that the Legislature may not provide funding for PAYMENTS IN LIEU during any or all of the above time frame.

### 5. GENERAL PROVISIONS.

- 5.1 No portion of this AGREEMENT may be amended, revoked, or abandoned except through the agreement of all PARTIES shown in a subsequent interlocal agreement executed by all PARTIES and filed as provided by law.
- 5.2 This AGREEMENT contains the entire agreement between the PARTIES and supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the PARTIES except as expressly set out herein.
- 5.3 The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT shall be deemed for the benefit of any other person or entity.
- 5.4 Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.
- 5.5 Execution of this AGREEMENT in no way affects any of the PARTIES' obligations pursuant to Chapter 267, Florida Statutes concerning the collection of artifacts or the disturbance of the archaeological and historic sites.
- 5.6 This AGREEMENT shall not be construed to grant any permits or regulatory authority as to any uses or activity contemplated in this AGREEMENT.
- 5.7 Neither this AGREEMENT nor any notice thereof shall be recorded in the public records of any County.
- 5.8 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the COUNTY:

Taylor County, Florida c/o County Manager

201 E. Green Street Perry, FL 32347

To the DISTRICT:

Suwannee River Water Management District

c/o Executive Director

9225 CR 49

Live Oak, FL 32060

- 5.9 This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida. The PARTIES forever waive the right to a trial by jury for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT and agree to have any such actions decided by a judge alone without a jury.
- 5.10 Notwithstanding anything else herein to the contrary, nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

(The remainder of this page was intentionally left blank.)

EXECUTED by the DISTRICT on this _	day of, 2014.
	GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
	By:

Its Chair ATTEST: By:\_\_\_ Donald R. Curtis, III Secretary/Treasurer Approved as to Form: George T. Reeves Governing Board General Counsel (The remainder of this page was intentionally left blank.) EXECUTED by the COUNTY on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2014. BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA BY: Its Chair

ATTEST:

Clerk		
Approved as to Form:		
Conrad C. Bishop, Jr. County Attorney		

(The remainder of this page was intentionally left blank.)

# 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

August 6, 2014

VIA E-MAIL AND REGULAR MAIL

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

Re: Interlocal Agreement SRWMD and Taylor County

Dear Dustin:

Enclosed please find:

- 1. An e-mail from the attorney for SRWMD, Mr. Tommy Reeves
- 2. The Agreement that I have approved by the e-mail to Mr. Reeves which I also enclose.

Please put this on the agenda for next regular meeting. You will see that there was some give and take on both attorneys' parts.

The Board needs to determine if they want a survey and also title insurance.

Finally, you can mark through County Manager and put County Administrator.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

enclosures

# 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

RECEIVED AUG 7 7 2014

August 6, 2014

VIA E-MAIL AND REGULAR MAIL

George Thomas Reeves Attorney at Law Post Office Drawer 652 Madison, Florida 32341

Re: Interlocal Agreement SRWMD and Taylor County

Dear Tommy:

Thank you for your e-mail of 8/5/14.

I have reviewed the changes and they are okay with me.

The Agreement will be put on the Board's agenda for next regular meeting.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy Mr. Dustin Hinkel

### Karen Parker

From:

Tommy Reeves [tomreeves@earthlink.net]

Sent:

Tuesday, August 05, 2014 2:26 PM

To:

karenparker@fairpoint.net

Subject:

Interlocal Agreement Between the District and Taylor County

Attachments:

Interlocal Agreement Conveying Property for the Payment in Lieu (REDLINE 2-1).pdf; Interlocal Agreement Conveying Property for the Payment in Lieu2.doc; DUSTIN HINKEL

LETTER - Interlocal Agrement with SRWMD.doc

#### Conrad:

Per our conversation, attached is a "Redline" showing my proposed changes, a clean copy in Word and a copy of the letter setting out your suggestions which I think I have addressed.

Please review and let me know if the new for is acceptable.

Thanks, Tom

George T. (Tom) Reeves Davis, Schnitker, Reeves & Browning, P.A. Post Office Drawer 652 Madison, Florida 32341 (850) 973-4186 Fax (850) 973-8564

Email: tomreeves@earthlink.net

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### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER AND APPROVE THE STATE AID TO LIBRARIES GRANT APPLICATION FOR THE TAYLOR COUNTY PUBLIC LIBRARY SYSTEM FOR FY 2014-2015.



MEETING DATE REQUESTED: AUGUST 19, 2014

Statement of Issue: THE BOARD TO CONSIDER AND APPROVE THE

APPLICATION FOR THE STATE AID TO LIBRARIES GRANT

FOR FY 2014-2015 IN THE AMOUNT OF \$99,237.

Recommended Action: APPROVAL

Fiscal Impact: \$99,237 TO BE AWARDED TO TAYLOR COUNTY

Budgeted Expense: N/A

Submitted By: LINDA HAWKINS, LIBRARY MANAGER

Contact: 850-838-3512

PARA.PRO@TAYLORCOUNTYGOV.COM

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: APPLICATION FOR STATE AID TO LIBRARIES GRANT FUNDS IS SUBMITTED EACH YEAR BY OCTOBER 1. THE FUNDING RECEIVED IS CONTINGENT UPON THE PERFORMANCE OR GUARANTEE OF CERTAIN OBLIGATIONS PLACED ON THE TAYLOR COUNTY LIBRARY SYSTEM AS ENUMERATED IN THE GRANT CONTRACT. THE PURPOSE OF THE STATE AID GRANT PROGRAM IS TO ENCOURAGE LOCAL GOVERNMENTS TO ESTABLISH AND CONTINUE DEVELOPMENT OF FREE LIBRARY SERVICES TO ALL RESIDENTS OF FLORIDA.

Options: NOT APPROVE THE APPLICATION

Attachments: STATE AID TO LIBRARIES GRANT APPLICATION

AGREEMENT FOR FY 2014-15.

### Florida Department of State, Division of Library and Information Services STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (GRA)	NTEE) AY	LOR Counts	/ Board	of Count	4 COMMISSIONERS	<u>ر</u> ر
	1	(Name of I	brary gover	ning body)		
Governing body for _	TAYLOR			Library		
		(Name of li	brary)	1		

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work:

The single library administrative unit, as an eligible political subdivision under 257.17, *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

- 1. Have a single administrative head employed full time by the library's governing body;
- 2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
- 3. Provide access to materials, information and services for all residents of the area served; and
- 4. Have at least one library, branch library or member library operated by the library's governing body, open 40 hours or more each week.

The parties agree as follows:

- I. The GRANTEE agrees to:
  - a. For payment number one:
    - i. Have at least one library, branch library or member library, open 40 hours or more each week.
  - b. For payment number two:
    - i. Have at least one library, branch library or member library, open 40 hours or more each week.

- b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.
- c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
- g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, the funds related to this agreement.
- h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. The GRANTEE hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

1. In the event that the GRANTEE expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the GRANTEE 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 forprofit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.

In connection with the audit requirements addressed in part l, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE 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 GRANTEE 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough Street Tallahassee, Florida 32399-0250

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

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

# II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred up to the effective date of termination. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, Florida Statutes.
- b. To notify the GRANTEE of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of this agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

# III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. This agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of this agreement is found to be illegal and unenforceable, the remainder of this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under this agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide the GRANTEE a written notice of default letter. The GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. The GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with this agreement. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the 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.

- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this agreement.
- 1. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. The GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with any Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the DIVISION\_may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit-grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the DIVISION to place the GRANTEE in noncompliance status with the Department of State.
- p. The DIVISION shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- q. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE	THE DIVISION	
Chair of Governing Body or Chief Executive Officer	Florida Department of State Division of Library and Information Services	
Typed Name	Typed Name	
Date	Date	
Clerk or Chief Financial Officer	Division Witness	
Typed Name and Title of Official	Division Witness	
Date	-	

#### .Florida Administrative Code

# 1B-2.011 Library Grant Programs.

- (1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.
- (2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:
- (a) The State Aid to Libraries Grant Guidelines, <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-03264">http://www.flrules.org/Gateway/reference.asp?No=Ref-03264</a>, effective 12/2013, which contain guidelines,

http://www.firules.org/Gateway/reference.asp?No=Ref-03265; Grant Agreement, effective 4-10-12; Certification of Credentials – Single Library Administrative Head, effective 4-1-10.

(b) The Library Construction Grant Guidelines and

Application, <a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01116">www.flrules.org/Gateway/reference.asp?No=Ref-01116</a>, effective 4-10-12; which contain instructions, grant application (Form DLIS/PLC01), effective 1-9-03; Payment Request #1 (Form DLIS/PLC02) effective 1-9-03; Payment Request #2 (Form DLIS/PLC03) effective 1-9-03; Payment Request #4 (Form DLIS/PLC05) effective 1-9-03; Closeout Report (Form DLIS/PLC06) effective 1-9-03; and Grant Agreement, <a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01117">www.flrules.org/Gateway/reference.asp?No=Ref-01117</a>, effective 4-10-12.

(c) The Library Cooperative Grant Guidelines and

Application, <a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01118">www.flrules.org/Gateway/reference.asp?No=Ref-01118</a>, effective 4-10-12; which contain instructions and application (Form DLIS/LCG01), effective 1-24-08; Mid-Year Report (Form DLIS/LCG02) effective 1-24-08; Annual Report Form (Form DLIS/LCG03) effective 1-24-08; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG04), effective 4-10-12; Grant Agreement (Form DLIS/LCG05),<a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01119">www.flrules.org/Gateway/reference.asp?No=Ref-01119</a>, effective 4-10-12; and the FLIN Manual, effective 1-24-08.

- (d) The Library Services and Technology Act Grant Guidelines, effective 4-21-
- 10, <u>www.flrules.org/Gateway/reference.asp?No=Ref-01120</u>, amended 4-10-12; which contain instructions and Grant Agreement, <u>www.flrules.org/Gateway/reference.asp?No=Ref-01121</u>, effective 4-10-12.
- (e) The Community Libraries in Caring Program

Application, <a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01122">www.flrules.org/Gateway/reference.asp?No=Ref-01122</a>, effective 4-10-12; which contains instructions and application (Form DLIS/CLIC01), effective 11-16-04; Annual Report (Form DLIS/CLIC02), effective 11-16-04; and Grant Agreement (Form

DLIS/CLIC03), <a href="https://www.flrules.org/Gateway/reference.asp?No=Ref-01123">www.flrules.org/Gateway/reference.asp?No=Ref-01123</a>, effective 4-10-12.

- (3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- (4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.
- (5) This section supersedes Chapters 1B-3 and 1B-5, F.A.C.

Specific Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) F.S. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 F.S. History—New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12,

# TAYLOR COUNTY BOARD OF COMMISSIONERS

**County Commission Agenda Item** 

#### SUBJECT/TITLE:



Board to review and approve grant agreement with the Federal Aviation Administration (FAA) for the Airport Master Plan Update which includes the Airport Layout Plan for Perry Foley Airport.

MEETING DATE REQUESTED:

August 19, 2014

Statement of Issue: Board to approve grant agreement with FAA in the amount of

\$219,105 for the Airport Master Plan Update.

Recommended Action: Approve grant agreement with FAA

Fiscal Impact:

The County is receiving grants the amount of \$219,105.00

from FAA and \$24,345.00 from Florida Department

of Transportation Aviation Division for the Airport Master Plan Update which has a total project cost of \$243,450.00. The

Project will be 100% grant funded.

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 had approved and submitted grant

application June 24, 2014 to FAA requesting funding assistance in the amount of \$219,105.00 for the Airport Master Plan Update. The County is required to update the Airport Master Plan and Lay Out Plan at least once every ten years to be eligible for funding assistance and to maintain licensing. The Master Plan was last updated in

2004-2005.

Attachments: Grant Agreement with FAA.



Federal Aviation Administration

August 1, 2014

Mr. Malcolm Page Board Chairman Taylor County Development Authority 201 East Green Street

Dear Mr. Page:

Perry, Florida 32347

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0064-013-2014 at Perry-Foley Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- The governing body must have provided authority to execute the grant to the individual signing the grant: i.e. the sponsor's representative.
- The designated sponsor's representative must execute the grant, followed by your attorney's certification, by September 5, 2014, in order for the grant to be valid. The attorney's signature must be *on or after* the sponsor's signature date.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us by (overnight mail) (facsimile) (regular mail) (E-Mail (PDF)). The remaining copy is for your file.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports due every quarter.

Orlando Airports District Office 5950 Hazeltine National Dr., Suite 400 Orlando, FL 32822-5003

Phone: (407) 812-6331

Fax: (407) 812-6978

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Marisol C. Elliott is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Bart Vernace, P.E.

Manager

**Enclosures** 

cc: w/enclosure (grant)

FDOT/2



#### GRANT AGREEMENT

#### PART I - OFFER

Date of Offer

August 1, 2014

Airport/Planning Area

Perry-Foley Airport

AIP Grant Number

3-12-0064-013-2014

DUNS Number

06-588-7796

Taylor County Development Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 25, 2014, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

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

which is more fully described in the Project Application.

**NOW THEREFORE,** According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

<sup>&</sup>quot; Master Plan and ALP Update"

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

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

#### **CONDITIONS**

1. <u>Maximum Obligation.</u> The maximum obligation of the United States payable under this Offer is \$219,105.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$219,105 for planning

- 2. <u>Ineligible or Unallowable Costs.</u> The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 3. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- **6.** Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 5, 2014, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the

Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- **8.** <u>United States Not Liable for Damage or Injury.</u> The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. System for Award Management (SAM) Registration And Universal Identifier.
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain their information current in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    - The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has
      provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other
      entity that enters into an agreement with the Sponsor to provide services or other work to further
      this project, and is accountable to the Sponsor for the use of the Federal funds provided by the
      agreement, which may be provided through any legal agreement, including a contract.
    - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).
- **10.** <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

- **12.** <u>Air and Water Quality.</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- **13.** Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- **14.** <u>Buy American.</u> Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- **15.** Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 16. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- **17.** <u>Suspension or Debarment.</u> The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

#### 18. Ban on Texting While Driving.

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

# 19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity—
  - 1. Is determined to have violated the Prohibitions; or
  - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- **20.** Exhibit "A" Incorporated with Grant. The existing Exhibit "A" dated January 2005 will be updated as part of this grant project.

#### **SPECIAL CONDITIONS**

<u>Update Approved Exhibit "A" Property Map for Land in Project:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

<u>Coordination:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual

obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA** FEDERAL AVIATION ADMINISTRATION (Signature) **Bart Vernace** (Typed Name) Manager (Title) PART II - ACCEPTANCE The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup> Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (Name of Sponsor) (Signature of Sponsor's Designated Official Representative) By: (Typed Name of Sponsor's Designated Official Representative) Title: (Title of Sponsor) CERTIFICATE OF SPONSOR'S ATTORNEY \_, acting as Attorney for the Sponsor do hereby certify:

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

That in my opinion the	Sponsor is emp	powered to enter into the	the foregoing Grant Agreement under the laws of
the State of		Further, I have examin	nined the foregoing Grant Agreement and the
actions taken by said S	Sponsor and Spo	onsor's official representa	ntative has been duly authorized and that the
execution thereof is in	all respects due	e and proper and in acco	cordance with the laws of the said State and the Act.
In addition, for grants	involving projec	cts to be carried out on p	property not owned by the Sponsor, there are no
legal impediments that	it will prevent fu	all performance by the Sp	Sponsor. Further, it is my opinion that the said
Grant Agreement con	stitutes a legal a	and binding obligation of	of the Sponsor in accordance with the terms thereof.
Dated at	this	day of	<del>-</del>
		В	Ву
			(Signature of Sponsor's Attorney)





#### **GRANT AGREEMENT**

#### PART I - OFFER

Date of Offer

August 1, 2014

Airport/Planning Area

Perry-Foley Airport

AIP Grant Number

3-12-0064-013-2014

DUNS Number

06-588-7796

Taylor County Development Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application dated June 25, 2014, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

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

" Master Plan and ALP Update"

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,



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

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  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
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  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity
  - 1. Is determined to have violated the Prohibitions; or
  - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- **20.** Exhibit "A" Incorporated with Grant. The existing Exhibit "A" dated January 2005 will be updated as part of this grant project.

#### **SPECIAL CONDITIONS**

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<u>Coordination:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual

obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

effective upon the Sp	oonsor's acceptance of this Offer.	
		UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION
		Ast Homee
		(Signature)
		Bart Vernace
		(Typed Name)
		Manager
		(Title)
	Part II – i	ACCEPTANCE
conditions in this Off	by accept this Offer and by such acter and in the Project Application.  Ity of perjury that the foregoing is t day of,	
	(Nar	me of Sponsor)
В	(Signature of Sponsor's E	Designated Official Representative)
	(Typed Name of Sponsor's	Designated Official Representative)
1	Title:	
	(Tit	le of Sponsor)
	CERTIFICATE OF SP	ONSOR'S ATTORNEY
l,	, acting as Att	torney for the Sponsor do hereby certify:

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

That in my opinion the S <sub>I</sub>	ponsor is empowere	ed to enter into	the foregoin	ng Grant Agreement under the laws of
the State of	Furt	her, I have exar	mined the fo	oregoing Grant Agreement and the
actions taken by said Spo	onsor and Sponsor's	official represe	ntative has l	been duly authorized and that the
execution thereof is in al	I respects due and p	proper and in ac	cordance w	ith the laws of the said State and the Act.
In addition, for grants inv	olving projects to be	e carried out or	າ property n	ot owned by the Sponsor, there are no
legal impediments that w	vill prevent full perfo	ormance by the	Sponsor. Fr	urther, it is my opinion that the said
Grant Agreement constit	utes a legal and bind	ding obligation	of the Spons	sor in accordance with the terms thereof.
Dated at	*hia	daa£		
Dated at	. this	_ day or		·
			Ву	
				(Signature of Sponsor's Attorney)



# **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at: http://www.faa.gov/airports/resources/advisory\_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

# THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



#### **ASSURANCES**

# **Airport Sponsors**

#### A. General.

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

# B. Duration and Applicability.

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

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

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

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

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

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

# C. Sponsor Certification.

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

#### 1. General Federal Requirements.

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

# **Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq. 1
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act -5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c. 1
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seg.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.<sup>1</sup>
- 1. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seg.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seg. 1
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seg.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **Executive Orders**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice

#### **Federal Regulations**

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.
- i. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. \(^1\)
- j. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

# **Specific Assurances**

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

#### Footnotes to Assurance C.1.

- These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

# 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

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

#### b. Private Sponsor:

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

### 3. Sponsor Fund Availability.

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

#### 4. Good Title.

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

#### 5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### 6. Consistency with Local Plans.

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

#### 7. Consideration of Local Interest.

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

#### 8. Consultation with Users.

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

# 9. Public Hearings.

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

# 10. Metropolitan Planning Organization.

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

#### 11. Pavement Preventive Maintenance.

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

#### 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

### 13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

### 14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### 15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

### 16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

### 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

### 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

- operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

### 26. Reports and Inspections.

#### It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

### 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that —

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### 29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

- roads), including all proposed extensions and reductions of existing airport facilities:
- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

#### b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

#### c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

### e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed. sex, age, or handicap as a

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### 32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

#### 33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### 34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another publicairport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

with applicable state policies, standards, and specifications approved by the Secretary.

### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

### TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

#### SUBJECT/TITLE:



Board to approve the Application for Funding Assistance for the 2014-2015 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

MEETING DATE REQUESTED:

August 19, 2014

Statement of Issue: Board to approve the Application for Funding Assistance 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. The funds must

be used to prevent and control crime.

**Recommended Action:** Approve Application for Funding Assistance.

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

required.

Budgeted Expense: Y/N Not applicable.

Submitted By: Melody Cox

Contact: Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Certification of Participation for this

grant program at the July 22, 2014 meeting. The Board has been the lead agent for this grant for several years working closely with the Sheriff's Department. The County is eligible to receive up to \$45,221 in grant funds with no match required. The grant funds will be used by the Sheriff's Department for

activities that prevent and control crime and the drug

eradication programs.

Attachments: Application for Funding Assistance – Justice Assistance Grant

### CERTIFICATE OF PARTICIPATION

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Date: \_ July 22, 2014

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,

Malcolin V. Sage

Chair, Board of County Commissioners

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

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## **Section 1: Administration**

### **Subgrant Recipient**

Organization Name: Taylor County Board of Commissioners

County:

Taylor

#### **Chief Official**

Name:

Pam Feagle

Title:

Chairperson

Address:

108 North Jefferson Street

S-102

City:

Perry

State:

FL

Zip: 32347-3252

Phone:

850-838-3500

Ext:

Fax:

Email:

pfeagle@taylorcountygov.com

### **Chief Financial Officer**

Name:

Annie Murphy

Title:

Clerk of the Court

Address:

Post Office Box 620

City:

Perry

State:

FL

Zip: 32348

Phone:

850-838-3506

Ext:

Fax:

850-838-3549

Email:

cmock@taylorclerk.com

Application Ref#

2015-JAGC-2443

Contract

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Section #1 Page 1 of 2

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

32347-3252

### **Section 1: Administration**

### Implementing Agency

Organization Name: Taylor County Sheriff's Office

County:

**Taylor** 

### **Chief Official**

Name:

L.E. Williams

Title:

Sheriff

Address:

108 North Jefferson Street

Suite 103

City:

Perry

State:

FL

Zip: Ext:

Phone:

850-584-4225

Fax:

850-584-7016

Email:

ellisondm@flcjn.net

### **Project Director**

Name:

Ron Rice

Title:

Chief Investigator

Address:

108 North Jefferson Street

Suite103

City:

Perry

State:

FL

32347 Zip:

Phone:

850-838-3505

Ext:

Fax:

850-838-3527

Email:

ricer@flcjn.net

Application Ref#

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Section #1 Page 2 of 2

Contract

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 2: Project Overview

### **General Project Information**

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE

Subgrant Recipient: Taylor County Board of Commissioners

Implementing Agency: Taylor County Sheriff's Office

Project Start Date: 10/1/2014 End Date: 9/30/2015

### **Problem Identification**

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding.

The Drug Task Force operates within the 1,052 square mile area-encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis. The County also has many traversable waterways including the Fenholloway River, Econfina River, Spring Warrior, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport marijuana and other controlled substances in Taylor County.

Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man-hours were spent on surveillance and organizations of eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding. Additional resources are being sought to assist in these areas.

Inclement weather, wildfires, and successful eradication efforts in 1996-1997 significantly decreased crop numbers. Although outdoor grow activity declined in Taylor County after 1997, intelligence information indicates an increase not only in the number of indoor grow operations but also in outdoor cannabis crops, especially in heavily wooded areas as well as leased hunting lands. Investigations will be initiated to target and curtail both indoor and outdoor grow activities.

Taylor County continues to have problems with habitual offenders who are in the market of selling crack cocaine. Significant increases in the number of burglaries, thefts, and other drug related crimes can be directly related to the crack epidemic. The drug task force has, in the past couple of years, recevied numerous complaints from residents in and around small churches concerning crack cocaine sales in these neighborhoods and took immediate action to correct and curtail this activity.

Many man-hours or surveillance and buy operations are conducted to minimize the amount of cocaine being transported in and out of the city and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

Although crack cocaine, cannabis and pharmaceutical are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for introducing Extasy and Crystal Methamphetamine to the area. Confidential informants

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Contract -JAGC-TAYL- --

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 2: Project Overview

have been instrumental in locating clandestine labs used to manufacture crystal methamphetamines and drug investigators are seeing a significant increases in sales and distribution of this drug.

Investigative techniques continually change because local dealers are becoming more educated in law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of both street and homegrown operations.

### Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigators are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with undercover agents and other agency personnel to accomplish their mission.

The Task Force organizes and maintains confidential source files which include paying for information and working with confidential informants. The Task Force concentrates on the eradication of crack and powder cocaine, cannabis, and pharmaceutical drugs any other controlled substance covered under Florida Statue 893. The investigators conduct eradication investigations, which include undercover surveillance, aerial surveillance of cannabis plots, and coastal interdiction. Assistance is provided by the Florida Department of Law Enforcement, The Bureau of Alcohol, Tobacco and Firearms, and the Florida Fish and Wildlife Conservation Commission. The Task Force also conducts investigations targeting street-level, mid-level and high-level drug dealing.

Information gathered by both agencies is compiled, entered onto the computer, and investigations initiated on how informants, dealers, and other acquaintances tie in together to determine if there is any organizational structure to the operations in the area.

This grant will be paying for expenses only, which include Annual Maintenance, Programs Operations, Repairs, Equipment Maintenance, Training, Office Maintenance/Repairs, Office Utilities etc.

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Section #2 Page 2 of 3

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 2: Project Overview

### **Section Questions:**

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from

the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or

more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your

business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the

executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to

Part 1, above, was "no," answer N/A.

Answer: N/A

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Contract -JAGC-TAYL- - -

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

#### **General Performance Info:**

Performance Reporting Frequency:

Quarterly

Federal Purpose Area:

001 - Law Enforcement Programs

**State Purpose Area:** 

A - Accomplishments: Includes any accomplishments during the

reporting period.

**Activity Description** 

**Activity:** 

Marijuana Eradication

**Target Group:** 

**Drug Offenders** 

Geographic Area: Rural

**Location Type:** 

County-Wide

Address(es):

**Taylor County Board of County Commissioners** 

108 N. Jefferson St., S-103

Perry, FL 32347

### Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure:

Part 1 Please briefly describe what your program's accomplishments will be. Please

include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or

conditions. [500-character limit]

Goal:

To overseeing all drug related operations involving the surveillance, gathering

confidential information and compiling data to determine drug operations, which

include eradication investigations, undercover surveillance.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure:

Will you be using the crimesolutions.gov website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure:

If yes, enter grantee organization or agency name.

Goal:

N/A

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

No

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not

consider awards that you receive directly from USDOJ.

Goal:

State Purpose Area: B - Training: Activities where transferring of skills and knowledge

occurs, including training by the organization of its own staff, training by the organization of individuals from other organizations, or training of

the organization's staff by others.

**Activity Description** 

Activity: Training
Target Group: Training
Geographic Area: Rural

Location Type: County-Wide

**Objectives and Measures** 

Objective: B1 - Report on JAG funding allocated for training

Measure: Part 1

How much JAG funding has been allocated for training? This includes sending staff to training and training sponsored by the JAG-funded agency. Please report in

dollars (\$).

Goal:

1,600

Objective: B2 - Provide Training

Measure: Part 1

How many individuals will you train? This includes training to be received by individuals within your organization and to be provided by your organization.

Trainings may be held within or outside of your organization. Report the total number of individuals to be trained, not the number of trainings he or she will attend. Only

report each individual once.

Goal: 3

Measure: Part 2

Of those trained how many individuals will be from within your organization?

Goal: 3

3

Measure: Part 3

Of those trained how many individuals will be from outside of your organization?

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Goal:

0

Objective: B5 - Complete Training Hours

Measure:

Part 1

How many training hours will be completed? This includes training completed by individuals within your organization and provided to individuals outside the

organization.

Goal:

40

Measure:

Part 2

Of the training hours, how many hours will be completed by individuals within your

organization?

Goal:

40

Measure:

Part 3

Of the training hours, how many training hours will be provided to individuals outside

of the organization?

Goal:

0

State Purpose Area:

E - Equipment Purchases and/or Technology Investments: Includes

activities where equipment purchases or technology investments were

made that improve efficiency and/or cost savings.

### **Activity Description**

Activity:

Equipment Purchases and/or Technology Investments

Target Group:

Equipment Purchases and/or Technology Investments

Geographic Area: Rural

**Location Type:** 

County-Wide

#### **Objectives and Measures**

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment and/or technology

investments? Please report in dollars (\$)

Goal:

10,000

Objective: E2 - Make equipment purchases and/or technology investments

Measure:

Part 1

What types of equipment purchases and/or technology investments will be

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

made with JAG funds? In your response, please list all that apply from the following choices: Computer-aided Dispatch (CAD),

Computers/Mobile Data Terminals.

Computer Software,

Emergency Medical Services (EMS),

Equipment for Police Cruisers (including in-car radios and laptops).

In-car/On-person Camera Systems,

Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.),

Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers)

Lethal Weapons (firearms):

License Plate Readers:

Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.);

Security Systems (station or evidence room),

Tactical Vests/Body Armor,

Undercover Surveillance Equipment (microphones, video),

Vehicles,

Video Observation (station, community, pole cams),

Other. Do not select other if your item fits into any of the categories above. If other,

state "other" and specify.

Goal:

Computer Terminals, Software, Security Cameras

State Purpose Area:

SZ - Seizures: Includes activities conducted by law enforcement such

as confiscation of items related to task force activity. Seizures can

include cash, guns, vehicles, gangs and drugs.

#### **Activity Description**

**Activity:** 

Seizures

**Target Group:** 

Seizures

Geographic Area: Rural

Location Type:

County-Wide

### **Objectives and Measures**

Objective: SZ1 - Seize firearms

Measure:

Part 1

How many firearms will be seized?

Goal:

13

Measure:

Part 2

Of the firearms to be seized, how many of their serial numbers will be put into the

National Integrated Ballistic Information Network (NIBIN)?

Goal:

13

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Measure: Part 3

Of the firearms to be seized, how many will be traced through the Bureau of Alcohol,

Tobacco, Firearms and Explosives?

Goal:

Objective: SZ2 - Charge individuals with firearms crimes

Measure:

Part 1

How many individuals will be charged with firearm crimes?

Goal:

Objective: SZ3 - Asset forfeitures and seizures (Federal cases)

Measure:

Part 1

How many Federal forfeiture cases will be filed?

Goal:

Measure: Part 2

> What will be the value of assets seized under Federal cases? Assets include property, cash, vehicles, weapons, jewelry, drugs, etc. Please report in dollars (\$).

Goal:

84,000

Measure:

Part 3

Of the assets to be seized, what was the value that will be drug related? Enter a

dollar amount.

Goal:

50,000

Objective: SZ4 - Asset forfeitures and seizures (State cases)

Measure:

Part 1

How many State forfeiture cases will be filed?

Goal:

4

Measure:

Part 2

What will be the value of assets seized under State cases? Assets include property,

cash, vehicles, weapons, jewelry, drugs, etc. Please report in dollars (\$).

Goal:

45,000

Measure:

Part 3

Of the assets to be seized, what was the value that will be drug related? Enter a

dollar amount.

Goal:

25,000

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Objective: SZ5 - Disrupt or dismantle illegal organizations

Measure: Part 1

How many gangs will be disrupted? Disrupted means impeding the normal and effective operation of the targeted organization, as indicated by changes in organizational leadership and/or changes in methods of operation, such as trafficking

patterns, communications, etc.

Goal: 1

Measure: Part 2

How many gangs will be dismantled? Dismantled means destroying the organization?s leadership, financial base, and supply network so that the

organization is incapable of operating and/or reconstituting itself.

Goal: 1

Measure: Part 3

How many drug-trafficking organizations and money-laundering organizations will be disrupted? A drug-trafficking organization is an organization that conducts an illicit trade in an area involving illegal drug production, manufacturing, importation, or distribution. The drug activities conducted by the drug trafficking organization in the

area are known to have a harmful impact on other areas of the country.

(https://www.ncjrs.gov/ondcppubs/publications/enforce/hidta2001/overview.html)

Goal: 2

Measure: Part 4

How many drug-trafficking organizations and money-laundering organizations will be dismantled? Dismantled means destroying the organization?s leadership, financial base, and supply network so that the organization is incapable of operating and/or

reconstituting itself.

Goal: 2

State Purpose Area: TF - Task Forces: Activities of a specially trained unit or group for a

specific purpose, conducted by any type of task force, or targeted or organized law enforcement initiatives such as anti-gang, drug, AMBER

alert, or anti-human trafficking.

**Activity Description** 

Activity: Task Forces

Target Group: Task Forces

Geographic Area: Rural

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Location Type: County-Wide

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

**Objectives and Measures** 

Objective: TF1 - Report on JAG funding allocated for task forces

Measure: Part 1

How much JAG funding has been allocated for task forces? Please report in dollars

**(\$)**.

Goal: 1,200

Objective: TF2 - Report on the types of task forces funded with JAG funds

Measure: Part 1

What types of task forces will the program provide with JAG funds? In your response,

please list all that apply from the following choices: AMBER Alert Task Force,

Anti-Gang Task force, Anti-Gun Task Force,

Anti-Human Trafficking Task Force,

Drug Task Force, Fugitive Task Force, Violent Crime Task Force,

Other. Do not select other if your item fits into any of the categories above. If other,

state "other" and specify.

Goal: Drug Task Force

Measure: Part 2

Is the task force multijurisdictional?

Goal: Yes

Objective: TF4 - Work investigations/cases

Measure: Part 1

How many NEW investigations/cases will be initiated?

Goal: 22

Measure: Part 2

Of the NEW investigations/cases to be initiated, how many will be drug-related?

Goal: 18

Measure: Part 3

How many investigations/cases will be closed?

Goal: 18

Measure: Part 4

Of the investigations/cases to be closed, how many will be drug-related?

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Goal:

18

**Objective:** TF6 - Arrest individuals (including gang members)

Measure:

Part 1

What is the total number of individuals (including gang members) to be arrested based on task force activity? Criminal history information should be based on official arrest information from a local, state, and national law enforcement reporting system or official court records. In the case of multiple offenses this should be determined

by the top charge (or highest offense).

Goal:

20

Measure:

Part 2

Of the individuals to be arrested, how many will be charged with a misdemeanor?

Goal:

7

Measure:

Part 3

Of those to be arrested and charged with a misdemeanor, how many will be drug-

related?

Goal:

7

Measure:

Part 4

How many individuals to be arrested will be charged with a felony?

Goal:

Measure:

Part 5

Of those to be arrested and charged with a felony, how many will be drug-related?

Goal:

8

Objective: TF7 - Arrest Gang Members. Report on this only if you have a gang task force.

Measure:

Part 1

What will be the total number of GANG MEMBERS ONLY to be arrested based on

task force activity?

Report on this only if you have a gang task force. As defined by DOJ, a gang is an association of three or more people who adopt a group identity represented by a common name, sign, or symbol. The gang engages in criminal activity, using violence or intimidation to enhance their power and access to resources. As organizations, gangs may have identifiable structures, rules for joining and behavior, and regular meetings. Gangs may also provide protection for their members and exert control over a particular geographic location or region. For the expanded

definition go to: http://www.nij.gov/topics/crime/gangs-

organized/gangs/definitions.htm.

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Goal:

0

Objective: TF8 - Seize drugs. Report on this only if you have a drug task force.

Measure:

Part 1

What will be the total amount of cocaine (crack) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task

force.

Goal:

1 kilograms

Measure:

Part 2

easure: Part 2

What will be the total amount of cocaine (powder) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task

force.

Goal:

1 kilo

Measure:

Part 3

What will be the total amount of Ecstasy (MDMA) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task

force.

Goal:

0

Measure:

Part 4

What will be the total amount of heroin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

6

Measure:

Part 5

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized? Please indicate dosage unit, pills, grams, kilograms, or

pounds. Report on this only if you have a drug task force.

Goal:

.6

Measure:

Part 6

What will be the total amount of Methamphetamine seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task

force.

Goal:

0.5

Measure:

Part 7

What will be the total amount of Methamphetamine (ice) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a

drug task force.

Goal:

.30

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Measure:

Part 9

What will be the total amount of Psilocybin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

.5

Measure:

Part 10

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

230 pills

Measure:

Part 11

What will be the total amount of Salvia seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

0

Measure:

Part 12

What will be the total amount of Steroids seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

0

Measure:

Part 13

What will be the total amount of other drugs seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Please indicate the type of other drugs to be seized.

Goal:

0 grams

Objective: TF9 - Seize drugs from clandestine drug labs. Report on this only if you have a drug

task force.

Measure:

Part 1

What will be the total amount of cocaine (crack) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

1

Goal:

Measure:

Part 2

What will be the total amount of cocaine (powder) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if

you have a drug task force.

Goal:

1

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

Measure:

Part 3

What will be the total amount of Ecstasy (MDMA) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if

you have a drug task force.

Goal:

.25

Measure:

Part 4

What will be the total amount of heroin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you

have a drug task force.

Goal:

0

Measure:

Part 5

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

6

Measure:

Part 6

What will be the total amount of Methamphetamine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

.10

Measure:

Part 7

What will be the total amount of Methamphetamine (ice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report

on this only if you have a drug task force.

Goal:

.10

Measure:

Part 8

What will be the total amount of Pseudoephedrine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this

only if you have a drug task force.

Goal:

100

Measure:

Part 9

What will be the total amount of Psilocybin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

8.

Measure:

Part 10

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section 3: Performance

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

250

Measure:

Part 11

What will be the total amount of Salvia seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

0

Measure:

Part 12

What will be the total amount of Steroids seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal:

0

Measure:

Part 13

What will be the total amount of other drugs seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force. Please indicate the type of other drugs to be seized from clandestine drug labs.

Goal:

0

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer:

Question:

If "other" was selected for location type, please describe.

Answer:

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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Date: 8-11-14

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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Date: 8-11-14

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 4: Financial

## **General Financial Info:**

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: N FLAIR / Vendor Number: 596000879

## **Budget:**

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$45,221.00	\$0.00	\$45,221.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$45,221.00	\$0.00	\$45,221.00
Percentage	100.0	0.0	100.0

## **Project Generated Income:**

Will the project earn project generated income (PGI)?

Yes

PGI Reporting Frequency:

Quarterly

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Rule Reference 11D-9.006 OCJG-005 (rev. October 2005)

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## Section 4: Financial (cont.)

## **Budget Narrative:**

Expenses:

CI/Buy Money

Training

Travel/Per Diem

Hotel Rooms Rentals for Drug Operations

Vehicle Maintenance - Such as tires, Batteries, Oil Changes, Body Repair, etc.

All-Terrain Vehicle (ATV) Maintenance - Repairs and Upkeep Such As Batteries, Oil Changes.

Vehicle Repair - Such as Brakes, Starter, Alternator, Engine, Transmission, Rear End.

Fuel Expense

Vehicle Equipment - Such as Tool Box/Safe Box, Window Tinting, Blue Light, Siren, etc.

Vehicle Rental - Used for Undercover Operations

Program Operations - Cover Cost Related To The Drug Task Force Operations - Offsite Location Utilities, Maintenance, Property Insurance On Offsite Building, Equipment, Supplies To Include, But Not Limited To Building Supplies, A/C Repair/New, Alarm System, Security Cameras, Well Pump, Desk, Chairs, Furniture, Cabinets, etc.

Communications Equipment and Operations - Phones, Cell Phones, Phone Cards & Computers (Portable Lap Tops, Desk Tops, Monitors, Printers, Mouse, External Hard Drives, Disc/Hard Drive, Or Electronic Tablets, Computer Connectivity and Air-Cards).

Office Equipment and Repairs of Equipment - Copier, Fax, Printer, etc.

Drug Task Force Operation Needs - (e.g. Drug Kits and Supplies, Undercover Disguise Items For Person Or Vehicle), Ultra Low Light Camera, Dual Lenses Camera, DVR Kits, Infrared Illuminators.

Training Equipment - (Video Screen, PowerPoint Projector, Audio Visual Training Aids) and Fees For Members Of The Drug Task Force Unit For Related Drug Enforcement Courses and Information.

Annual Maintenance Fees For Surveillance Equipment

Tactical Clothing - Such as Snake Boots, Web Gear, Camouflage Pants, Jackets, Hats, Gun Belts, etc.

Equipment Maintenance - Such as Repairs and Upkeep For Electronic and Other Equipment Related To Drug Task Force Activities To Function Properly.

Digital Video Camera Kits

Under Cover Supplies - Such as CI Clothing, Cameras, Radios, Antennas, Microphones and Other Items used In Conjunction With Audio/Video Surveillance Equipment.

Raid/Bullet Proof Vest Carriers

Tool and Tool Kits

Post Office Box

Audio Visual Equipment - Such as TV, DVD Player/Recorder, DVD/CD Duplicator, Video Cameras, Micro Recorders.

Computer Software and Hardware

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## **Budget Narrative (Continued):**

Remote Cameras
Cell Phone Data Retriever
Safety Equipment/Supplies for dismantling Methamphetamine Labs

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 4: Financial

## Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the

implementing agency, is there a net personnel increase, or a continued net personnel

increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or

implementing agency, if it is the sheriff's office.

Answer: \$1,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of

salaries and benefits), and provide documentation of the appropriate approval of this

plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for

each service as part of the budget narrative for contractual services. Include the basis

for the unit costs and how recently the basis was established or updated.

Answer: N/A

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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Application Ref#

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## **CONFIDENTIAL FUNDS CERTIFICATION**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

## **Certification Regarding Confidential Funds**

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

(To Be Completed by OCJG) Project Number:	Project Title:		
	Taylor County Drug Era	dication Task Force	
Name of Subgrantee: Taylor County Board Of County Commissioners			
Name of Implementing Agency: Taylor County Sheriff's Office Address: 108 N. Jefferson St., S-103 Perry, Florida 32347			
Name of Implementing Agency Authoriz		Telephone Number:	
L.E. "Bummy" Williams, Sheriff, Taylor County 850-584-4225			
This is to certify that I have read, underst as set forth in the effective edition of OJ		conditions for confidential funds	
<b>05 August 2014</b> Date	Signature, Implementing A	gency Authorized Official	
	DEFINITIONS FOR TYPES OF		

#### DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS

- Purchase of Services (P/S). This category includes travel or transportation of a non-federal officer or an
  informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to
  create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar
  expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.
- 2. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.
- 3. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly.

FDLE JAG Grant Application Package

# Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Recipient's Name: Taylor County Board of Commissioners DUNS Number: 958215725
Address: 201 E. Green St. Perry, Florida 32347
Grant Title: Taylor County Drug Grant Number 2014 – JAGC – 1413 Award Amount: \$45,221.00
Name and Title of Contact Person: Captain Ron Rice
Telephone Number: 850-838-3505 E-Mail Address: rrice@tcsof1.org
Section A—Declaration Claiming Complete Exemption from the EEOP Requirement
Please check all the following boxes that apply:
□ Recipient has less than fifty employees. □ Recipient is an Indian tribe. □ Recipient is a medical institution. □ Recipient is a nonprofit organization. □ Recipient is an educational institution. □ Recipient is receiving an award less than \$25,000.
I, [responsible official],
certify that [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.  I further certify that  [recipient]
I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.
Print or Type Name and Title Signature Date
Section B-Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying
That an EEOP Is on File for Review
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):
I, Malcolm Page [responsible official],
certify that Taylor County Board of Commissioners [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Taylor County Board of Commissioners [organization], 201 E. Green St. Perry, FL. 32347 [address].
201 E. Green St. Perry, FL. 32347 [address].
MHCOLM V. PHOP, Chire BCC Mblookin V. Sage 8-11-14
Print or Type Name and Title Signature / Date /
Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for
Civil Rights for Review
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.
I, [responsible official],
certify that [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
Print or Type Name and Title Signature Date

# Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Recipient's Name: Taylor County Board of Commissioners DUNS Number: 958215725
Address: 201 E. Green St. Perry, Florida 32347
Grant Title: Taylor County Drug Grant Number 2014 – JAGC – 1413 Award Amount: \$45,221.00
Name and Title of Contact Person: Captain Ron Rice
Telephone Number: 850-838-3505 E-Mail Address: rrice@tcsofl.org
Section A—Declaration Claiming Complete Exemption from the EEOP Requirement
Please check all the following boxes that apply:
☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution. ☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☐ Recipient is receiving an award less than \$25,000.
I, [responsible official],
certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that  [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.
Print or Type Name and Title Signature Date
Fruit or Type Name and Title Signature
Section B-Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying
That an EEOP Is on File for Review
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I, Malcolm Page [responsible official],
certify that Taylor County Board of Commissioners [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Taylor County Board of Commissioners [organization],
201 E. Green St. Perry, FL. 32347 [address].
MHColm V. PHOP. Chrise BCC Noblealm V. Deap 8-11-14
Print or Type Name and Title Signature Date
Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for
Civil Rights for Review
If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.
I, [responsible official],
certify that [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. and sent it for review on [date] to the
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
Office for Civil Algins, Office of Justice Programs, O.B. Department of Justice.
Print or Type Name and Title Signature Date
Print or Type Name and Title Signature Date

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Recipient's Name: Taylor Cour	aty Board of Commissioners	DUNS Number: 958215725
Address: 201 E. Green St.	Perry, Florida 32347	DONG Hamoor. 330213123
Grant Title: Taylor County Drugsk	Grant Number 2014 – JAC	GC-1413 Award Amount: \$45,221.00
Name and Title of Contact Person:	Captain Ron Rice	
Telephone Number: <b>850-838-350</b>	D5 E-Mail Address: rrice	@tcsof1.org
Section A—Declaration Claimin	ng Complete Exemption from the l	EEOP Requirement
Please check all the following boxes that app		:
☐ Recipient has less than fifty employed Recipient is a nonprofit organization	ees.   Recipient is an Indian tribe.	☐ Recipient is a medical institution. ☐ Recipient is receiving an award less than \$25,000.
I, certify that		[responsible official], [recipient] is
	the reason(s) checked above, pursuant to	
I further certify that		[recipient]
will comply with applicable federal services.	civil rights laws that prohibit discrimi	ination in employment and in the delivery of
Print or Type Name and Title	Signature	Date
That an EEOP Is on File for Re  If a recipient agency has fifty or more employ recipient agency does not have to submit an I I, Malcolm Page	View yees and is receiving a single award or subaward EEOP to the OCR for review as long as it certifie	[responsible official],
certify that <b>Taylor County Board of Commissioners</b> [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: <b>Taylor County Board of Commissioners</b> [organization], <b>201 E. Green St. Perry, FL. 32347</b> [address].		
201 11 012011 020 101	21/1/2/5	[address].
Print or Type Name and Title	Signature	Date Date
Section C—Declaration Stating Civil Rights for Review	that an EEOP Utilization Report I	Has Been Submitted to the Office for
If a recipient agency has fifty or more employ send an EEOP Utilization Report to the OCR	vees and is receiving a single award or subaward for review.	d of \$500,000 or more, then the recipient agency must
I,		[responsible official],
accordance with 28 CFR pt. 42, sub	• •	[recipient], 00,000 or more, has formulated an EEOP in [date] to the ice.

# Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Recipient's Name:	DUNS Number:
Address:	
Grant Title: Grant Number:	Award Amount:
Name and Title of Contact Person:	
Telephone Number: E-Mail Address:	
Section A—Declaration Claiming Complete Exemption from	the EEOP Requirement
Please check all the following boxes that apply:	
☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is an educational institu	Recipient is a medical institution.  Recipient is receiving an award less than \$25,000.
I,	[responsible official],
certify that	[recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursu	
I further certify that	[recipient]
will comply with applicable federal civil rights laws that prohibit dis	crimination in employment and in the delivery of
services.	
Print or Type Name and Title Signature	Date
Section B—Declaration Claiming Exemption from the EEOP	Submission Requirement and Certifying
That an EEOP Is on File for Review	-
If a recipient agency has fifty or more employees and is receiving a single award or subrecipient agency does not have to submit an EEOP to the OCR for review as long as it	baward of \$25,000 or more, but less than \$500,000, then the certifies the following (42 C.F.R. § 42.305):
i, L.E. "Bunnu" Williams	[responsible official],
certify that Taylor County Sheriff's Office	[recipient],
which has fifty or more employees and is receiving a single award	or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt.	
twenty-four months, the proper authority has formulated and signed in	
federal law, it is available for review by the public, employees, the application of Justice Programs, U.S. Department of Justice. T	
Civil Rights, Office of Justice Programs, O.S. Department of Justice.	[organization],
	[address].
TE 110 POST TE ()	
L.E. "Bummy" Williams  Print or Type Name and Title  Signature	Date 8-11-14
11th or Type trume und Time	/)
Section C-Declaration Stating that an EEOP Utilization Rep	ort Has Been Submitted to the Office for
Civil Rights for Review	
If a recipient agency has fifty or more employees and is receiving a single award or subsend an EEOP Utilization Report to the OCR for review.	naward of \$500,000 or more, then the recipient agency must
I,	[responsible official],
certify that	[recipient],
which has fifty or more employees and is receiving a single award of	of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on	[date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of	Justice.
Print or Type Name and Title Signature	Date

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Recipient's Name:			DUNS Nur	mber:
Address:	V			
Grant Title:		Grant Number:	Award Am	ount:
Name and Title of Contact I	Person:			
Telephone Number:		E-Mail Address:		
Section A—Declaration	Cleamine Comme	ić Evernija i Gomit	ieEEOPRequiremen	eget protegor protection and a second
Please check all the following box		The state of the s		•
	And the control of the control of the	r satisžinas plantašinas valtie		
☐ Recipient has less than fif ☐ Recipient is a nonprofit of		ientis an Indian tribe. Entris an educational instituti	ciRecipient is a medical on. in Recipient is receiving	
		t. American	AND TEMPORAL CONTRACTOR OF THE STATE OF THE	_ [responsible official],
scentific that				[recipient] is
not required to prepare an E	EOP for the reason(s	) checked above; pursua	int to 28 C.F.R § 42.302.	
				[recipient]
I further certify that will comply with applicable	estederal civil nights	laws that prohibit disc	rimination in employmen	t and in the delivery of
services.				· · · · · · · · · · · · · · · · · · ·
	The Mark of Marketter and Asset	A Company of the Comp	1	
Print or Type Name and Title		Signature		Date
halana pari dekantilika saarik ke Pirahi Pilak Lahiri dekingkan kalikiri da Makinda menora dek		Des authorites de la company d	n Comin March Michael and a March Community of the Commun	Adams - Maria 19 - 19 : Maria Maria - 19 - 19
Section B—Declaration		ion from the EEOP S	Submission Requireme	ent and Certifying
That an EEOP Is on File				
If a recipient agency has fifty or m recipient agency does not have to	ore employees and is rec submit an EEOP to the O	eiving a single award or suba CR for review as long as it ce	ward of \$25,000 or more, but l ertifies the following (42 C.F.R.	less than \$500,000, then the § 42.305):
I. I. E. "Bumu"	Williams			[responsible official],
I, L.F."Burmy" certify that Taylor Co	unte Shociffis	office		[recipient],
which has fifty or more er	nployees and is rec	eiving a single award	or subaward for \$25,000	or more, but less than
\$500,000, has formulated a	n EEOP in accordar	nce with 28 CFR pt. 42	2, subpt. E. I further cer	tify that within the last
twenty-four months, the pro-	oper authority has for	rmulated and signed int	o effect the EEOP and, a	s required by applicable
federal law, it is available fe	or review by the pub	olic, employees, the app	ropriate state planning ag	ency, and the Office for
Civil Rights, Office of Justic	ce Programs, U.S. De	epartment of Justice. Th	e EEOP is on file at the f	ollowing office:
3,	<b>0</b>	•		[organization],
		1		[address].
1 5 39 (1)		25/3	"	8-11-14
L.E. "Burnmy" Will Print or Type Name and Title	iai p	Signature	um X	Date
		_		
Section C-Declaration	Stating that an El	EOP Utilization Repo	rt Has Been Submitte	d to the Office for
Civil Rights for Review				
If a recipient agency has fifty or m	iore employees and is rec	eiving a single award or suba	ward of \$500.000 or more, the	n the recipient agency must
send an EEOP Utilization Report	to the OCRifor review.			. ,
I,				[responsible official],
certify that	And the second s			[recipient],
which has fifty or more en	mlovees and is rece	iving a single award of	\$500,000 or more, has	formulated an EEOP in
accordance with 28 CFR pt	42 subpt E and s	ent it for review on	and the second s	[date] to the
Office for Civil Rights, Offi			lustice.	
A TANISH CADINAL AND	TO THE PARTY OF THE PARTY.	Control of the Contro		
	Transfer of the second of the			Data
Print or Type Name and Title		Signature		Date

Jim Moody

Jody DeVaine District 3

PAM FEAGLE District 4

**PATRICIA PATTERSON** 

District 5



# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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

**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.

Sub grantee City or County

Title of Project Taylor County

Dollar Amount (Federal Funds)

**Taylor County** 

Taylor County Sheriff's Office **Eradication Task Force** 

\$45,221.00

Sincerely,

Taylor County Board of Commissioners

Forest Capital of the South

## Sandard Conditions of the cond

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

- All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
  - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <a href="https://www.flrules.org/">www.flrules.org/</a>
  - Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
    - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
    - o A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
    - o A-102, "Grants and Cooperative Agreements with State and Local Governments"
    - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
    - o A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
    - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
  - Code of Federal Regulations: www.gpo.gov/fdsys/
    - o 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
    - o 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
    - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
    - o 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
    - o 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
  - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <a href="https://www.bja.gov/ProgramDetails.aspx?Program ID=59">www.bja.gov/ProgramDetails.aspx?Program ID=59</a>.
  - United States Code: <u>www.gpo.gov/fdsys/</u>
    - o 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
  - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.
- 2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at <a href="www.gpo.gov/fdsys/">www.gpo.gov/fdsys/</a>); the provisions of the current edition of the Office of Justice Programs Financial Guide (<a href="www.oip.usdoj.gov/financialguide/index.htm">www.oip.usdoj.gov/financialguide/index.htm</a>); and all other applicable State and Federal laws, orders, circulars, or regulations.

#### 3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

## 4. Reports

- a. Project Performance Reports
  - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.
    - Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.
  - (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
  - (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

## b. Financial Reports

- (1) Project Expenditure Reports
  - (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
  - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
  - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper preaudit and post-audit.
  - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must

have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

## (2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

## (3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

## c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

#### 5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

## 6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

## 7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

## 8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

#### 9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

## 10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

#### 11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

## 12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

## 13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

## 14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

#### 15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

#### 16. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

## 17. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tallahassee, Florida 32308

## 18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

## 19. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and reobligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

## 20. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

## 21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

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- Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

## 22. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

## 23. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

#### 24. Access to Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

## 25. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <a href="disclosure-upon request-shall-comply-with-state-of-ponding-upon request-shall-comply-with-state-of-ponding-upon-shall-comply-with-state-o

## 26. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

## 27. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

## 28. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

## 29. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

## 30. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

#### 31. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

## 32. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

#### d. Equal Employment Opportunity Plans

- (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.oip.usdoj.gov/about/ocr/eeop\_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at <a href="www.fdle.state.fl.us/contacts/comment\_form.html">www.fdle.state.fl.us/contacts/comment\_form.html</a>. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <a href="https://www.lep.gov">www.lep.gov</a>.

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## m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal fbo.htm.

## 33. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

## 34. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,
  - (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and

agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <a href="www.bja.gov/Funding/nepa.html">www.bja.gov/Funding/nepa.html</a>, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

## 35. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### 36. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

## 37. State Restrictions on Lobbying

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

## 38. Additional Restrictions on Lobbying

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

## 39. "Pay - to - Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

# 40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

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Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### 41. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

## 42. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

## 43. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

#### 44. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

#### 45. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

## 46. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

#### 47. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="www.it.oip.gov/gsp\_grantcondition">www.it.oip.gov/gsp\_grantcondition</a>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

#### 48. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

## 49. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

## 50. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <a href="https://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046">www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046</a>.

## 51. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

## 52. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

#### 53. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## 54. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

#### 55. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

#### 56. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

## 57. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

#### 58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

## 59. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (<a href="www.ctfli.org">www.ctfli.org</a>). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (<a href="www.ctfli.org">www.ctfli.org</a>).

## 60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

## 61. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

#### 62. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### 63. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

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## 64. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <a href="http://www.opm.gov/oca/payrates/index.asp">http://www.opm.gov/oca/payrates/index.asp</a>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

## 65. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at ncjrs.gov/pdffiles1/nij/sl000989.pdf.

## 66. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <a href="https://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334">www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334</a>.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

#### 67. Bulletproof Vests

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at <a href="https://www.bja.gov/Funding/JAGFAQ.pdf">www.bja.gov/Funding/JAGFAQ.pdf</a>.

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## Florida Department of Law Enforcement

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: <a href="https://www.nij.gov/topics/technology/body-armor/safety-initiative.htm">www.nij.gov/topics/technology/body-armor/safety-initiative.htm</a>.

## 68. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

## 69. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <a href="https://www.ojp.gov/funding/confcost.htm">www.ojp.gov/funding/confcost.htm</a>.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS A PROPOSED STUDY TO UPDATE ITS ENGINEERING PLAN FOR MAINTENANCE DREDGING FOR PUBLIC CANALS AND DETERMINE A FUNDING SOURCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

AUGUST 19, 2014

Statement of Issue:

THE BOARD TO CONSIDER A PLAN OF ACTION FOR

**CANAL DREDGING** 

Recommended Action: APPROVE

Fiscal Impact:

\$35,000

Budgeted Expense:

NO

Submitted By:

**DUSTIN HINKEL, COUNTY ADMINISTRATOR** 

Contact:

838-3500

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT ITS JULY WORKSHOP THE BOARD HEARD A STAFF AND ITS CONTRACTED **ENGINEERING** PRESENTATION FROM CONSULTANT REGARDING A REQUESTED UPDATE TO ITS MAINTENANCE DREDGING EVALUATION. STAFF RECOMMENDS UTILIZING ITS CONTINUING CONTRACT TO PROCURE THE SERVICES FOR THE UPDATE. THE SOURCE OF FUNDING WOULD BE RESERVE FOR CAPITAL PROJECTS.

Options:

APPROVE/NOT APPROVE

Attachments:

## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS HODGES PARK AND BEACH CLEAN UP, AS AGENDAED BY THE COUNTY ADMINISTRATOR



MEETING DATE REQUESTED:

AUGUST 19, 2014

Statement of Issue:

THE BOARD TO CONSIDER AUTHORIZING STAFF TO

CLOSE THE PARK AND BEACH TO THE PUBLIC TO

ALLOW TIME FOR PROPER CLEAN UP

Recommended Action: APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

**DUSTIN HINKEL, COUNTY ADMINISTRATOR** 

Contact:

838-3500

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT ITS JULY WORKSHOP THE BOARD DISCUSSED ENHANCING CLEAN UP PROCEDURES AT THE BEACH. INMATES HAVE TO LEAVE IF CHILDREN ARE IN THE AREA. STAFF RECOMMENDS ALLOWING FOR THE CLOSING OF THE BEACH TO GIVE CREWS ADEQUATE TIME FOR CLEAN UP. STAFF IS SEEKING AUTHORIZATION AND GUIDANCE FOR THIS CLOSING.

Options:

APPROVE/NOT APPROVE

Attachments:

## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO RECEIVE A LEASE TERMINATION NOTICE FROM NORTH FLORIDA MEDICAL CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR



MEETING DATE REQUESTED: AUGUST 19, 2014

Statement of Issue: NORTH FLORIDA MEDICAL CENTER HAS LEASED THE

PROPERTY AT 409 EAST ASH STREET AND IS MOVING

TO A NEW PROPERTY IN THE CITY

Recommended Action: ACCEPT

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: NFMC HAS ALREADY VACATED THE PROPERTY AND IS SEEING PATIENTS AT ITS NEW LOCATION. PURSUANT TO THE LEASE NFMC WILL CONTINUE TO MAINTAIN UTILITIES UNTIL SEPTEMBER.

Options:

APPROVE/NOT APPROVE

Attachments:

LETTER OF TERMINATION

THOUMS THOUSAND THE CONTINUES THE

August 12, 2014

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

Dear Mr. Hinkel:

This letter will serve to verify North Florida Medical Centers' desire to terminate our lease with Taylor County for the property located at 409 East Ash Street, Perry, FL effective July 1, 2014. Pursuant to paragraph 18 in the lease, we will maintain utilities in the building through September 30, 2014.

Sincerely,

Joel Montgomery

President/CEO

NORTH FLORIDA MEDCIAL CENTERS, INC.