

**CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA  
REGULAR BOARD MEETING  
NOVEMBER 5, 2019  
2:00 P.M.**

**– CALL MEETING TO ORDER**

**– PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG**

**– APPROVAL OF THE OCTOBER 15, 2019 WORKSHOP MINUTES, OCTOBER 15, 2019 REGULAR MEETING MINUTES, OCTOBER 23, 2019 SPECIAL MEETING MINUTES; VOUCHERS FOR WARRANTS: ACCOUNTS PAYABLE WARRANTS 1911-1RP, 1911-1RC, 1911-1GC, 1911-1LC, 1911-1GP, 1911-1SC, 1911-1SP – AND PAYROLL WARRANTS PR20-B02, PR101719– A CHECK REGISTER IS ON FILE IN THE CLERK’S DEPARTMENT OF FINANCE AND ACCOUNTING TO THE BOARD FOR ALL CHECKS AND WARRANTS APPROVED BY THE BOARD AT THIS MEETING)**

**- Jody Hoagland, Fire Chief– Magnolia VF Department**

**-Ms. Smith, Warden – Calhoun Correctional**

**- Shutts - Conditional Use Permit**

**-Distracted Driving – Doris Slosberg Funds – Approval of Expenditures**

**-Integrity Group – Contract and Task Order**

**-Sheriff’s Office Budget Amendment for 2018-2019 Unanticipated Revenue**

**-Budget Resolution 2019-38 – Amending 2019-2020 Library and Airport Budgets**

**-Grant Agreement – Small County Consolidated Waste Management**

**-Tim Jenks – Maintenance Department**

**-Troy Woods – Road Department Superintendent**

**-Rita Maupin – Director of Library Services**

**-Dowling Parrish – Building Official**

**-Daniel Leonard – County Extension Director**

**- Chelsea Ranew – Projects and Grants Coordinator**

**- CLERK TIME**

**- ATTORNEY TIME**

**- COMMISSIONER TIME: HUNT, MONLYN, WISE, HALL, CHAIRMAN**

**MEETING ADJOURN**

**Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal will be based.**

**CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR BOARD MEETING MINUTES  
October 15, 2019**

**PRESENT AND ACTING:**

**GENE BAILEY, CHAIRMAN  
SCOTT MONLYN, VICE-CHAIRMAN  
JERAL HALL  
EARL HUNT  
DANNY RAY WISE**

**CLAY MILTON, ATTORNEY  
DEBBIE SHELTON, CLERK ADMINISTRATIVE ASSISTANT  
KATHY STEWART, CLERK BUDGET AND FINANCE OFFICER**

Chairman Bailey called the meeting held in the Regular Meeting room to order at 5:05 P.M., CT.  
Commissioner Monlyn led the Prayer and Pledge of Allegiance to the Flag.

**APPROVAL OF MINUTES AND VOUCHERS**

- ❖ A motion to approve the minutes and vouchers as published on the agenda (October 1, 2019 Regular Meeting Minutes; vouchers for warrants: accounts payable warrants –1910-2GP, 1910-2GC, 1910-2RP, 1910-2LP, 1910-2EP, 1910-2RC, PR19-B31, PR19-B32, PR19-33, PR20-B01, PR20-B02, and payroll warrants - PR091919, PR100319. (A check register is on file in the Clerk's Department of Finance and Accounting to the board for all checks and warrants approved by the board at this meeting) was made by Commissioner Monlyn and seconded by Commissioner Hall. The motion passed unanimously 5-0. Attorney Milton stated clarification of the extension date was needed concerning the Conditional Use Permit for Innovative Solar. Mr. Snowden stated the year extension begins November 27, 2019. A motion to clarify the extension date for the Conditional Use Permit beginning November 27, 2019 was made by Commissioner Monlyn and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

**ANTENNA SITE LICENSE AGREEMENT**

Chairman Bailey stated the antenna site license agreement with Harris Corporation and Vertical Bridge are still tabled at this time.

**CEI SIDEWALK – ALTHA**

Ms. Ranew stated she has not yet been provided with all of the construction, engineering, inspection (CEI) ranking sheets however once received (with Board approval) she will request a quote from the highest ranking bid proposal and bring the results to the next Board meeting for recommendations. The Board agreed by consensus.

### **EMERGENCY MANAGEMENT CONSULTING SERVICES**

Ms. Ranew stated she has not yet been provided with all of the ranking sheets for the Emergency Management Consulting Services. The three (3) proposals are from Management Experts, Integrity Group and APTIM Environmental and Infrastructure. Chairman Bailey stated a decision will be made once the ranking sheets have been scored.

### **INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER SERVICES**

Chairman Bailey stated in next years' agreement he would like to have the Medical Examiner's Office fund transportation for the bodies to Panama City.

- ❖ A motion to approve the Interlocal Agreement for Medical Examiner Services was made by Commissioner Monlyn and the motion was seconded by Commissioner Hunt. The motion passed unanimously 5-0.

### **CHELSE RANEW – PROJECTS AND GRANTS COORDINATOR**

Ms. Ranew presented for approval and execution Calhoun County's 2019 Community Planning Technical Assistance Grant Agreement in the amount of \$40,000 for a disaster recovery plan.

- ❖ A motion to approve the 2019 Community Planning Technical Assistance Grant Agreement in the amount of \$40,000 was made by Commissioner Hall and the motion was seconded by Commissioner Hunt. The motion passed unanimously 5-0.

Ms. Ranew presented for approval and execution the 2019-2020 Small County Solid Waste Grant Application and Work Plan in the amount of \$90,909. Ms. Ranew stated this is for salaries, fringe benefits, annual hazmat day and the construction of a pole barn at the Recycling Center.

- ❖ A motion to approve the 2019-2020 Small County Solid Waste Grant Application and Work Plan in the amount of \$90,909 was made by Commissioner Monlyn and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

Ms. Ranew presented for approval and execution modification #1 for Calhoun County's EMPA Agreement A0014 which modifies the attachment E which is response capabilities.

- ❖ A motion to approve modification #1 for the EMPA Agreement was made by Commissioner Hunt and the motion was seconded by Commissioner Monlyn. The motion passed unanimously 5-0.

Ms. Ranew clarified for the Board the coinsurance penalty on the turnkey repairs at the Scotts Ferry Volunteer Fire Department. Ms. Ranew stated the coinsurance penalty is \$20,653.50 and the County is being assessed this penalty due to underinsuring the building. Ms. Ranew stated the deductible is \$3,870.00 bringing the county's share for this project to \$24,523.50. Ms. Ranew stated Lewis Walker Roofing was the low bidder on this project in the amount of \$55,009 for the roof and siding repair and recommends approval of the contract with Lewis Walker Roofing.

- ❖ A motion to approve the contract with Lewis Walker Roofing in the amount of \$55,009 for the Scotts Ferry Volunteer Fire Department repairs was made by Commissioner Monlyn and the motion was seconded by Commissioner Hunt. The motion passed unanimously 5-0.

Chairman Bailey stated he wants to include all of the coinsurance penalties in the Legislature Budget Request.

Mr. Tyler Marsh with Southeastern Consulting Engineers presented the Board with a change order decrease of \$22,894.75 for the CIGP Alliance Road project bringing the new contract amount to \$470,872.75.

- ❖ A motion to approve the change order decreasing the project by \$22,894.75 and approving the new contract amount of \$470,872.75 was made by Commissioner Monlyn and the motion was seconded by Commissioner Hunt. The motion passed unanimously 5-0.

Mr. Marsh presented to the Board the final pay request in the amount of \$256,990.63 from Roberts and Roberts on the CIGP Alliance Road project.

- ❖ A motion to approve final payment in the amount of \$256,990.63 to Roberts and Roberts was made by Commissioner Hunt and the motion was seconded by Commissioner Monlyn. The motion passed unanimously 5-0.

#### **CLERK TIME**

Ms. Kathy Stewart stated Clerk Hand is unable to attend tonight's meeting as her husband recently had a kidney transplant.

#### **ATTORNEY**

Attorney Milton stated there is a proposed resolution to abandon NW North Ave (Oakland Terrace Subdivision). Attorney Milton stated the road abandonment had been advertised in the County Record. Attorney Milton read the Resolution 2019-37

### **RESOLUTION 2019-37**

WHEREAS, the Board of County Commissioners in and for Calhoun County, Florida, has deemed it to be in the best interest of the citizens of Calhoun County to abandon all that portion of NW North Avenue which lies West of NW 22<sup>nd</sup> Street, in Calhoun County Florida; and

WHEREAS, after public hearing, it was determined that Calhoun County should abandon its interest in and to the portion of NW North Avenue which lies West of NW 22<sup>nd</sup> Street, in Calhoun County Florida.

NOW, THEREFORE, BE IT RESOLVED that, by virtue of a vote of 5 to 0, the Board of County Commissioners of Calhoun County, Florida, rescinds any and all interest in above-described property.

PASSED BEFORE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, this the 15th day of October, 2019.

Chairman Bailey opened the floor to public comment. There being no public comment, Chairman Bailey closed the floor.

- ❖ A motion to adopt Resolution 2019-37 was made by Commissioner Wise and the motion was seconded by Commissioner Monlyn. The motion passed unanimously 5-0.

#### **COMMISSIONER HUNT**

Commissioner Hunt stated most of the debris has been picked up in his district.

#### **COMMISSIONER MONYLN**

Commissioner Monlyn stated he would like to know the plans for using inmate work crews. Commissioner Monlyn stated the Assistant Warden with Calhoun Correctional says we have an agreement not a contract for inmate work crews. Attorney Milton stated there is no difference between an agreement and a contract. Commissioner Wise suggested inviting Warden Smith to the November 5<sup>th</sup> meeting to discuss the inmate work crews. By consensus the Board agreed to invite the warden to the November 5<sup>th</sup> meeting. There was further discussion.

Commissioner Monlyn stated the students from the University of West Florida would like to give the Board an update of their housing assessments on Dec 5<sup>th</sup>. Chairman Bailey stated there would be a Special Board Meeting on Dec 5, 2019 at 5:00pm

#### **COMMISSIONER HALL**

Commissioner Hall stated he has been asked if there are any organizations to help with downed trees in residents' yards. Ms. Ranew suggested they contact the North Florida Long-Term Recovery Group. Commissioner Hall stated he has received a lot of questions concerning the Mossy Pond Fire Department. Ms. Ranew responded that the County has made request with the Department of Emergency Management for relief to help the fire department. There was further discussion.

#### **COMMISSIONER WISE**

Commissioner Wise stated someone needs to be hired for management and oversight of the State Housing Initiative Program (SHIP).

Ms. Ranew stated she had interviewed someone whom she thought would be a good candidate for the position. Ms. Ranew stated she does not have a housing background but feels the skills she does possess would be a great advantage to the department. Commissioner Monlyn stated he would like someone with more housing experience to fill the position. Chairman Bailey suggested hiring this person and see how she works out.

- ❖ A motion to hire this person contingent upon job performance was made by Chairman Bailey and seconded by Commissioner Wise. There was no vote.

Regular Board Meeting October 15, 2019

Commissioner Wise stated the Roy Golden Road has been a 'No Truck' road for years. Commissioner Wise stated after the road was repaved and before the sign was replaced a home was sold to a semi-truck owner. Commissioner Wise stated he is receiving many complaints about the semi-truck on Roy Golden Road. There was further discussion.

**COMMISSIONER BAILEY**

Chairman Bailey asked the Commissioners if they had any garbage issues at this time and everyone said they had not received any complaints since the last meeting.

There being no further business, the meeting adjourned at 6:02pm.

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Gene Bailey, Chairman

ATTEST:

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Carla A. Hand, Clerk

**CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS  
BOCC WORKSHOP MINUTES - HHRP  
OCTOBER 15, 2019**

**PRESENT AND ACTING:**

**GENE BAILEY, CHAIRMAN  
SCOTT MONLYN, VICE CHAIRMAN  
EARL HUNT  
JERAL HALL  
DANNY RAY WISE**

**DEBBIE SHELTON, CLERK ADMINISTRATIVE ASSISTANT  
KATHY STEWART, CLERK FINANCE MANAGER**

Chairman Bailey called the workshop (held in the Board Meeting room) to order at 4:00pm.

Chairman Bailey began the meeting with the discussion of the Hurricane Housing Recovery Program (HHRP). Chairman Bailey read the advertisement that will appear in the local paper, The County Record, concerning the HHRP application process beginning October 16, 2019. Chairman Bailey stated the County has received \$2,923,000 of the \$5,135,000 that has been allotted for Calhoun County.

Commissioner Wise stated he would like the staff to spend time with the applicants explaining the checklist and application acceptance dates.

Commissioner Hunt stated he looks for the office to be very busy with applicants.

Commissioner Monlyn stated communication is most important with the staff being professional and helpful to the residents of the County.

Commissioner Wise stated there is a need for our staff to go to the homes of residents who are disabled. Commissioner Hunt stated there is not enough staff to accommodate this need. Commissioner Monlyn agreed with Commissioner Wise. Commissioner Wise stated additional staff could be hired to meet this need and Chairman Bailey stated this will be further discussed later in the meeting. Chairman Bailey stated mitigating circumstances that would require a home visit should be handled by the Commissioners.

Chairman Bailey stated any questions the staff cannot answer for the residents should be referred to a Commissioner.

Chairman Bailey referred the Commissioners to the HHRP booklet before them.

**Purchase Assistance**

Chairman Bailey read the summary of this strategy which is to assist income-eligible first-time home homebuyers with a deferred payment loan and informed Mr. Newsome and Ms. Kelley to give each Commissioner the income criteria for each of the income categories.



Commissioner Hunt asked what happens after a loan is made and the resident cannot make the payments. Chairman Bailey stated the resident would lose the house to whomever made the loan (foreclosure).

#### Owner-Occupied Housing Rehabilitation

Chairman Bailey stated this strategy is what we have been doing with our State Housing Initiative Program (SHIP). Chairman Bailey stated there has been a cap of \$29,000 and this has now been increased to a \$60,000 to rehabilitate a home.

#### Demolition/Reconstruction

Chairman Bailey stated this strategy is replacing a mobile home with a new mobile home. Chairman Bailey stated the old mobile home must be removed at the time of the new home being delivered and this is to be included in the contract with the mobile home company. This strategy only covers single wide mobile homes. Ms. Kelly asked if a down payment would be required with this strategy. Chairman Bailey stated there is no down payment required. There was further discussion.

#### Foreclosure Prevention/Mortgage Assistance

Chairman Bailey stated this is a strategy the County has never been involved with before but due to the hurricane this strategy has been adopted. This strategy is designed to assist applicants who are delinquent in their mortgage payments.

#### Land Acquisition and Construction

Chairman Bailey stated this strategy is designed to facilitate the acquisition of vacant land to build a new home. Chairman Bailey stated 60% of this money must go to low and very low income families and 20% to special needs families. Chairman Bailey stated the main objective of this strategy is to relocate houses that are in the flood zone. There was further discussion.

Chairman Bailey referred the Commissioners to the last page of the booklet with the estimated budgets in each strategy. Chairman Bailey stated these are only estimates and the money can be moved to different strategies as needed.

Chairman Bailey stated he attended a meeting with Senator Montford, Representative Moskowitz and Mr. Michael Hammond, Gulf County, County Manager. This meeting was concerning a \$25 million Special Appropriation funded by the Florida Legislature for projects that support hurricane repair and recovery related to Hurricane Michael. The Hurricane Michael State Recovery Grant Program includes funding for county revenue loss, county operating deficits, infrastructure repair and or replacement and debris removal. Chairman Bailey stated the application requesting funding for Calhoun County has been completed and signed.

Chairman Bailey turned the floor over to Ms. Ranew to explain the programs the County applied for in the application.

Ms. Ranew stated there are six (6) items included in the grant application within these categories totaling \$3,087,647.26. These items are as follows:

- 1) Ad valorem tax loss \$215,917.00
- 2) Operations replacement \$591,312.96
- 3) Roadway repairs \$570,081.27
- 4) Mossy Pond Volunteer Fire Department \$752,065.67
- 5) Search and Rescue \$368,292.36
- 6) Sheriff Administration Building \$589,978.00

Ms. Ranew stated there is no timeline as to when the funding requests will be awarded. There was further discussion.

Chairman Bailey stated he asked for funding for debris clean-up on the Chipola River from the Environmental Protection Agency. Chairman Bailey also requested from the United States Department of Agriculture (USDA) funding to build a storm shelter.

Chairman Bailey stated the remainder of the HHRP funding is forthcoming. They are making the rules in February and it may take six (6) months to a year for the Community Development Block Grant Recovery (CDBG-R) money to be available for funding. Chairman Bailey stated the Sheriff has been encouraged to apply for funding for a new jail.

Chairman Bailey stated there are several grants that are available including a \$150 million Rural Housing Facility Grant and a \$112 million Affordable Housing Grant (Low Income with Disabilities).

Ms. Ranew stated the Legislative Funding Requests are due November 1, 2019 and several of the programs require matching funds. Chairman Bailey has asked the Department of Economic Opportunity to allow our County to take \$100 million of the Community Development Block Grant (CDBG) funds to use as our match for the Hurricane Mitigation Grant Program (HMGP).

Ms. Ranew asked the Board to get with her for any projects the Commissioners would like to request funding. Chairman Bailey stated the County would request for debris removal and road repair funding.

Chairman Bailey stated now is the time to think about building an Emergency Operations Center (EOC). Commissioner Wise mentioned the property behind the Courthouse to build a jail and an EOC. There was further discussion.

Chairman Bailey stated the County is applying for a Rural Infrastructure Grant to extend water and sewer service to the Shelton Trucking location on Highway 20 West (formerly Mowery Elevator).

Chairman Bailey stated there are five (5) employment positions available in the Road Department; these are temporary positions employed and funded through the National Dislocated Worker Grant and administered by Career Source Chipola.

There being no further business, the meeting adjourned at 4:58pm.

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Gene Bailey, Chairman

ATTEST:

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Carla A. Hand, Clerk

DRAFT

**CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
October 23, 2019**

**PRESENT AND ACTING:**

**GENE BAILEY, CHAIRMAN  
SCOTT MONLYN, VICE-CHAIRMAN  
JERAL HALL  
EARL HUNT  
DANNY RAY WISE**

**MATT FUQUA, ATTORNEY  
CARLA A. HAND, CLERK OF COURT AND COUNTY COMPTROLLER  
DEBBIE SHELTON, CLERK ADMINISTRATIVE ASSISTANT**

Chairman Bailey called the meeting held in the Regular Meeting room to order at 5:00 P.M., CT. Commissioner Monlyn led the Prayer and Pledge of Allegiance to the Flag.

Chairman Bailey turned the floor over to Ms. Ranew.

Ms. Ranew stated she had received the Commissioners rankings for Construction, Engineering, & Inspection (CEI) services for the Altha Sidewalk project and Panhandle Engineering was ranked number one.

- ❖ A motion was made by Commissioner Hunt to allow Ms. Ranew to begin negotiations with Panhandle Engineering for CEI services on the Altha Sidewalk project and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

Ms. Ranew stated she had received the Commissioners rankings for the Emergency Management Consulting Services. Ms. Ranew stated The Management Experts was ranked number one followed by The Integrity Group then APTIM. Chairman Bailey recommended the Board hire The Management Experts and The Integrity Group.

- ❖ A motion to hire The Management Experts and The Integrity Group was made by Commissioner Wise and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

Chairman Bailey stated the Grants Support Assistant position had been offered to an applicant and she declined the position. Chairman Bailey stated the position needs to be advertised again and filled expeditiously. Ms. Ranew stated she is in contact with two (2) possible candidates and requested permission to speak with them before the next Board meeting.

- ❖ A motion to allow Ms. Ranew to speak with applicants was made by Commissioner Monlyn and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

Chairman Bailey stated he and Clerk Hand will be attending a meeting on November 1<sup>st</sup> concerning the Trammell Bridge Project Development. Chairman Bailey polled the Board concerning the closing of the bridge. The Commissioner were in agreement that no one is for closing the bridge.

Chairman Bailey stated he had reached out to Gulf County concerning the bidding of mobile homes with payment from Hurricane Housing Recovery Program funds (HHRP) to get an idea of the process.

- ❖ A motion to purchase a truck for HHRP out of the Administration Funds was made Commissioner Hunt and the motion was seconded by Commissioner Hall. The motion passed unanimously 5-0.

Chairman Bailey stated each Commissioner had a copy of the employment announcements for the Emergency Management and Building Department positions. Chairman Bailey stated if there are changes to me made to the announcements to contact Pam Skinner.

Chairman Bailey asked Ms. Ranew to highlight some of the projects the County will be applying for in the \$25 million Legislative Appropriation Request. Ms. Ranew stated there is a \$100,000 request for the Pioneer Settlement, road debris removal, the Mossy Pond Fire Department building and a new Administration Building for the jail.

Chairman Bailey stated he has been in contact with the architect firm AIA concerning grant money for a new Administration Building. Chairman Bailey stated he has asked the Integrity Group to apply for the \$300,000 planning feasibility study to determine the need, location and funding process for a new Jail. There was further discussion.

Ms. Ranew stated another funding request will be to hire a full time Health Department Director. By consensus the Board agreed to pursue a full time Health Department Director for Calhoun County. There was further discussion.

Chairman Bailey stated he is working on a Rural Infrastructure Grant proposal to extend water, gas and sewer out to the Mowrey site for Shelton Trucking.

Chairman Bailey stated he has been contacted by someone wanting to host a Lacrosse game in Tallahassee as a fundraiser for the Mossy Pond Fire Department.

Chairman Bailey stated the Magnolia Volunteer Fire Department had a reorganization meeting and elected a new Fire Chief. The fire department asked the County for help with their building repairs. Chairman Bailey stated the fire department agreed to deed the building to the County in exchange for monetary assistance. By consensus the Board agreed to move forward with the repairs for the building.

Commissioner Monlyn stated he is dealing with an illegal dumping situation and proposes pushing the debris back onto the residents' property, getting it off of the right of way. There was further discussion.

Attorney Fuqua stated he would prepare the Magnolia Fire Department deed when the County is ready to move forward.

There being no further business, the meeting adjourned at 5:29pm.

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Gene Bailey, Chairman

ATTEST:

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Carla A. Hand, Clerk



JAMES F. JOHNSTON  
PARTNER  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, Florida 32801  
DIRECT (407) 835-6795  
FAX (407) 237-2278  
EMAIL [jjohnston@shutts.com](mailto:jjohnston@shutts.com)

October 23, 2019

**VIA US MAIL**

Clerk to the Calhoun County Board of County Commissioners  
Attn: Debbie  
20859 Central Avenue East, Room 130  
Blountstown, FL 32424

**Re: Extension of Conditional Use Approval for Communication Tower Located  
At 21533 CR69-A**

To Whom It May Concern:

On July 24, 2018, the Calhoun County Board of County Commissioners approved the above referenced conditional use approval to allow for the construction of a 250' tall communication tower on property located at 21533 CR69-A (Parcel ID# 04-1N-08-0000-0006-0000) on which Verizon Wireless will locate antennas required to fill a coverage and capacity gap in the area. Verizon Wireless has been diligently pursuing the necessary planning and design for the communication tower in order to be able to proceed with its permitting and construction. However, applicant is requesting a one (1) year extension of the conditional use approval until July 24, 2020 in order to allow it sufficient time to complete the planning, design, and permitting of the approved communication tower. Applicant believes the extension is warranted as it will allow the approved tower to be constructed, which will be a great benefit to Calhoun County by providing reliable cellular capacity and coverage to the residents and visitors in the surrounding area.

Please let me know if you have any questions or need any additional information related to this request.

Sincerely,

Shutts & Bowen LLP

  
James F. Johnston

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Home () > Public Safety and Preparedness (public-safety-and-preparedness)  
 > Traffic Safety, Distracted Driving (public-safety-and-preparedness/traffic-safety-distracted-driving)  
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This workbook helps teens build lifelong skills for safe driving! It teaches teens that driving is a privilege that can be revoked, and that avoiding DUI/DWI, aggressive driving, speeding, distractions, driving without safety belts, and other risky practices helps teens that readers can continue to enjoy the independence that driving provides. Features interactive exercises, and includes online access to a Leader's Guide! 24 pages, 8 1/2" x 11". Ages 15-17. Retired Item Number: 99003

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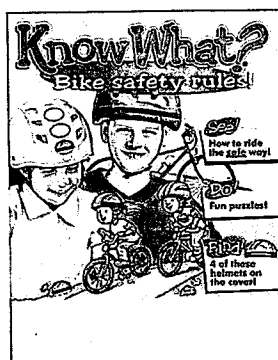
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# Calhoun County Task Order

**Date:** October 28, 2019

**Contractor:** The Integrity Group/Blue Sky

**Task Order Number:** 2019-01

**Contract Number:** XXXXX Disaster Recovery Consulting Services

## **Primary Focus:**

Support to Calhoun County and its leadership's designated local partners in the recovery from Hurricane Michael. Provide expert staffing to aggressively pursue all Federal and State funding available to assist in this recovery. Build administrative capacity to demonstrate Calhoun County's capability to oversee projects and effectively implement all recovery projects.

## **Funding Source & Fee Payment Plan:**

All of the tasks in this document are directly related to disaster recovery initiatives. Therefore, all consulting costs will be eligible for 100% funding via Community Development Block Grant-Disaster Recovery and other Federal and State funding. No local match funding will be required, unless a yet-to-be identified funding source is identified that requires a local match.

It is also understood that all professional fees will be included into grant applications made and no payment from the County will occur until those grant funds are awarded to the County.

## **Background:**

Calhoun County and other local governmental entities within the County were seriously impacted by Hurricane Michael. The current estimated damages and costs submitted for FEMA Public Assistance Program reimbursement is \$43 million. Disaster related damage to individual homes, businesses and other property was also in the millions of dollars. Extremely serious impacts were felt in the timber and other related industries—impacting jobs, quality of life and the economic stability of the County.

These significant damage and costs estimates have qualified the County to receive funding from the U.S. Department of Housing and Urban Development (HUD) and other federal and state recovery funding providers. There is also an opportunity for private investment funding that could be leveraged with federal and state grant funding.

## **Major Tasks/Deliverables:**

The Integrity Group is tasked to provide professional recovery planning and grant pursuit/management consulting to Calhoun County and other partners designated by Calhoun County. The following major tasks will be undertaken:

1. Provide advice and consultation to key County and other leaders/staff regarding long-term recovery in Calhoun County.
2. Identify and develop all available funding initiatives (Federal, State, and private) for a multi-year recovery process.
3. Aggressively pursue funding to achieve maximum impact, including all funding available (at present and in the future) from various Federal and State agencies as well as the private sector.
4. Coordinate pursuit and management of disaster recovery grant funds allocated to 15 federal and 12 state agencies.

5. Develop and implement effective project tracking and reporting tools for County Leadership. This will include a grant and project “dashboard” for access by key stakeholders.

**Grant pursuit tasks:**

1. Develop and implement an approach to maximize funding in categories of housing, infrastructure, and economic resiliency. This will include a tactical plan for a comprehensive approach and timeline for funding pursuit.
2. Build and engage funding “action plans” in advance of grant applications. These are to be built upon past and current grant guidelines and ongoing discussions with grantors. The purpose is to prepare for expeditious submission of high quality grant applications.
3. Conduct unmet needs assessments and collect preliminary funding request data for the HUD CDBG-DR funding to be administered through the Florida Department of Economic Opportunity.
4. Develop and submit (after County’s approval) other comprehensive grant applications that are fully compliant with federal, state and local guidelines.
5. Provide status reports and recommendations to County Leadership as grant pursuit efforts progress.
6. Identify and communicate to County Leadership the potential financial and tax-related incentives that can be paid for by CDBG-DR, shifting this burden from local governments.
7. Develop and implement the required “citizen participation plans” for HUD and other funding.
8. Review previous disaster recovery projects in other jurisdictions to identify “best practices” to be replicated and identify issues/problems to be avoided.
9. Work with County Leadership to review all FEMA permanent projects (Category C-G) and FEMA 404 Mitigation projects to determine designation of long term projects that are linked to non-FEMA long-term projects.
10. Coordinate the pursuit of private investments in Calhoun County from entities which fit into the overall goals and major needs for the community.
11. Implement and operate grant management protocols to effectively track, report and validate achievement of goals and objectives. These tasks will be consistent with best practices and include financial and programmatic reviews to identify any potential non-compliance or concerns that could led to potential interruption of funding. The first step in this process will be a complete risk assessment of all potential grant projects.

**Grant management tasks:**

1. Develop and implement procedures to avoid duplication of benefits.
2. Develop and track project budgets.
3. Respond to monitoring and audit concerns.
4. Develop a detailed communications plan and public engagement approach.
5. Facilitate citizen outreach and engagement.
6. Manage the development and implementation of plans/evidence of compliance to be submitted within established guidelines.
7. Manage the development of the policy and program guidelines for all funded programs which are in compliance with federal and state guidelines.
8. Develop any necessary electronic application and manage the intake and case management systems and processes associated with the receipt of grant funds.
9. Maintain a contract registry and review contractor agreements, licensure, and practices to ensure compliance with all federal rules and requirements.
10. Develop and implement grant management information systems and related documentation/forms.
11. Implement and manage internal compliance reports and mandated monitoring and auditing processes for quality control.
12. Design system and ensure accurate project work records are maintained and accessible to meet

Grantee/Sub-Grantee needs and audit retention requirements.

13. Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet requirements for compliance with 24 CFR § 905.308 related to capital projects.
14. Provide consultation for the development of local policies and procedures that are required by grantor agencies.
15. Provide resources to assist with citizen services required by funding pursuits.
16. Assist in the development, management and compliance of the solicitation processes for funding pursued.
17. Coordinate with County Leadership concerning necessary inter-local government predicate agreements for projects crossing jurisdictional lines.
18. Develop and deliver training for County staff regarding the implementation of funded projects, including job aids for various functions.
19. To ensure full compliance with applicable local, state, and federal controls, develop and deliver procurement, monitoring, and compliance training programs for the selected project contractors.
20. Work to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding.
21. Represent the County by attending meetings with Grantors and other administrating state and federal agencies.
22. The Integrity Group will provide audit and assurance services to allow Calhoun County and other designated local partners to comply with all applicable federal, state, or local rules, regulations, or policies relating to federal grants and program services. This includes without limitation assurance services related to applicable Federal Registers; 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); Community Development Act of 1974; 24 CFR Part 570 Community Development Block Grant dollars; applicable waivers; Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135; National Historic Preservation Act, 36 CFR Part 800, Executive Order 11593; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and funding guidance on awarded funds.

## Project Staffing:

To perform all recovery tasks outlined above, the following staffing is approved. All time worked will be billed to specific activities related to these tasks. Modifications to this staffing will be made (increased or decreased) based upon future workload and funded allocated. These resources will be allocated “just in time” with the maximum number of monthly hours as indicated.

Area/Branch	Magnitude of Work (multi-year)	Recovery Professional Title	No. of Positions	Tasks	Hourly Rate	Maximum Monthly Hours	Funding Source
<b>Project Management</b>	Overall Management & Liaison with County	Project Manager	1	<ul style="list-style-type: none"> <li>Overall management of projects and liaison with County Leadership.</li> <li>Coordination of all HUD/FDEO grant opportunities, including interlocal government agreements.</li> <li>Project reporting and course alterations based on activities.</li> <li>Establish multi-year approach to maximum funding and support in all areas.</li> <li>Implement and maintain effective project tracking and reporting systems for use by County.</li> <li>Establish and operate HUD-required website for all funded projects.</li> <li>Implement required communication plan and public outreach plan (required by several grantors).</li> </ul>	\$160	200	100% Federal
<b>Compliance &amp; Quality Assurance</b>	Achieve full compliance to obtain and maintain maximum funding.	Assistant Project Manager	1	<ul style="list-style-type: none"> <li>Perform risk assessments for all funding pursuits.</li> <li>Develop and implement quality assurance and controls—including ongoing monitoring for full compliance.</li> <li>Ensure full adherence to all federal and state guidelines for use of grant dollars.</li> <li>Conduct ongoing evaluations and pre-audits.</li> <li>Review and consult on all procurements related to grant funding efforts.</li> <li>Provide timely reports to County on potential problems and non-compliance.</li> <li>Document all activity into Calhoun County Recovery Project Tracking system, which will be available to all key stakeholders.</li> </ul>	\$145	80	100% Federal

Area/Branch	Magnitude of Work (multi-year)	Recovery Professional Title	No. of Positions	Tasks	Hourly Rate		Funding Source
<b>Housing</b>	Pursue Maximum Funding	Senior CDBG Specialist	1	<ul style="list-style-type: none"> <li>Develop multi-year comprehensive housing plan.</li> <li>Review and recommend full housing plan and grant applications for county pursuit.</li> <li>Upon receipt of funding, provide sub-grantee level compliance and monitoring to ensure full compliance.</li> <li>Document all activity into Calhoun County Recovery Project Tracking system, which will be available to all key stakeholders.</li> </ul>	\$140	200	100% Federal
<b>Infrastructure</b>	Pursue Maximum Funding	Senior CDBG Specialist	1	<ul style="list-style-type: none"> <li>Maintain working relationship and understanding with state and federal agency grant providers to expedite funding requests.</li> <li>Develop fully compliant and comprehensive grant applications for maximum funding, leveraging all funding sources and avoiding duplicate funding.</li> <li>Provide ongoing project management and compliance monitoring to adhere to federal and state guidelines.</li> <li>Identify and develop recommendations for future funding priorities.</li> <li>Document all activity into Calhoun County Recovery Project Tracking system, which will be available to all key stakeholders.</li> </ul>	\$140	200	100% Federal
<b>Economic Resiliency</b>	Pursue Maximum Funding	Senior CDBG Specialist	1	<ul style="list-style-type: none"> <li>Maintain working relationship and understanding with state and federal agency grant providers to expedite funding requests related to Economic Recovery.</li> <li>Develop fully compliant and comprehensive grant applications for maximum funding, leveraging all funding sources and avoiding duplicate funding. This includes private investment funding.</li> <li>Provide ongoing project management and compliance monitoring to adhere to federal and state guidelines.</li> </ul>	\$140	200	100% Federal

				<ul style="list-style-type: none"> <li>Identify and develop recommendations for future funding priorities.</li> <li>Plan and develop Private Investor Conference.</li> <li>Document all activity into Calhoun County Recovery Project Tracking system.</li> </ul>			
<b>Engineering Services</b>	Professional engineering on infrastructure and housing projects	Senior Engineer	1	<ul style="list-style-type: none"> <li>Conduct all required engineering assessment and studies.</li> <li>Complete cost estimates to ensure validity of grant dollars requested.</li> <li>Assist in pursuit and implementation of Hazard Mitigation Grant Program (HMGP) projects.</li> <li>Conduct QA/QC of appropriate projects.</li> </ul>	\$189	100	100% Federal
<b>Long-term FEMA Public Assistance Projects</b>	Expedited payments, scope changes, final reconciliations and project closeouts.	Senior FEMA Specialist	1	<ul style="list-style-type: none"> <li>Assist in management of all FEMA projects (Category C-G) designated by County management as long-term.</li> <li>Linkage and leverage of these long-term projects with other funding initiatives to ensure all unmet needs are met and avoid duplication of benefits/funding.</li> <li>Submit timely Request for Reimbursements to FDEM and complete all quarterly and other reporting.</li> <li>Conduct final field inspections, final reconciliations and closeout of all designated projects.</li> <li>Document all activity into Calhoun County Recovery Project Tracking system as well as Floridapa.org.</li> </ul>	\$140	80	100% Federal
<b>Recovery Information System</b>	Complete system for tracking and reporting all activities.	Data Storage Website Manager	1	<ul style="list-style-type: none"> <li>Develop and implement specific web-based system for tracking of all projects and activities.</li> <li>Train County designees on system access and use.</li> <li>Continually update and populate system.</li> <li>Ensure all audit check capabilities are included.</li> </ul>	\$120	80	100% Federal

**Approved by:**

\_\_\_\_\_  
Calhoun County

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date of Approval**

**Received by:**

Gary Yates, Senior Partner  
The Integrity Group

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date of Approval**

## AGREEMENT FOR SERVICES BETWEEN THE INTEGRITY GROUP/ BLUE SKY FLORIDA AND CALHOUN COUNTY, FLORIDA

**CONTRACT NUMBER:** \_\_\_\_\_

This agreement entered into this \_\_\_\_ day of October 2019 by Calhoun County, Florida (hereinafter “the County”) located at 20859 Central Avenue East, Blountstown, FL 32424 and The Integrity Group/ Blue Sky Florida (hereinafter "Contractor"), located at 2120 Killarney Way, Tallahassee Florida 32308, collectively referred to as the "Parties.”

### RECITALS

WHEREAS, Hurricane Michael impacted the State of Florida severely by causing great loss and damages to homes, businesses, property, and government facilities;

WHEREAS, Hurricane Michael and the resulting impacts on public facilities and infrastructure created a threat to the public health, welfare, and safety;

WHEREAS, the County has examined the need for a qualified consulting firm to provide administration of grants and emergency management contractual services to ensure and maximize recovery and mitigation benefits related to Hurricane Michael and other (past and future) disaster events;

WHEREAS, the Contractor desires to provide such services, in accordance with this Agreement and the required contract provisions set forth in Exhibit A of this Agreement, commencing on the date set forth above; and

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

### 1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the Parties' intention that Contractor shall have independent contractor status and shall not be an employee of the County for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code 401(k), the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture and the County shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the County ostensibly or otherwise, nor bind the County in any manner, unless specifically authorized to do so in writing. This Agreement imposes an obligation of good faith upon the Parties to perform their duties in accordance with the terms and conditions of the Agreement.

### 2. TERM

The term of this agreement shall commence on the date set forth in the introductory paragraph and shall continue for a period of two (2) years, with the option for two (2) additional one (1) year renewal terms, unless earlier terminated pursuant to the terms of this Agreement. This will allow deployment of consulting services for any future disaster event during the term of this agreement.



### 3. SCOPE OF WORK

The Contractor shall provide all personnel, equipment, and resources necessary to assist the County in applying for, and administration of grants and/or other assistance through Federal Programs including the Federal Emergency Management Agency (FEMA) Public Assistance, Individual Assistance and Hazard Mitigation Programs; US Department of Housing and Urban Development (HUD); Federal Highway Administration (FHWA); United States Department of Agriculture (USDA); and various other State and Federal grant and funding programs.

The Contractor will conduct a criminal background and driver's license check for any person used in providing services under this Agreement. The Contractor must E-verify the employment status of their contracted staff and will maintain the documentation in their files. The County reserves the right to remove or reject any contracted staff at any time.

The specific services performed by the Contractor may, at the direction of the County, include but are not limited to the following:

#### A. Emergency Management Plans, Training and Exercises.

- (1) Provide emergency management consultant services for current and/or future disasters related to preparedness, response, mitigation and recovery.
- (2) Research, write, revise and update the Local Mitigation Strategy (LMS) Plan and the Comprehensive Emergency Management Plan (CEMP).
- (3) The Contractor may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- (4) Advise and conduct Homeland Security Exercise and Evaluation Program (HSEEP) Exercises and provide important training and practice for prevention, response, and recovery capabilities.
- (5) Conduct National Incident Management Systems (NIMS) training and Incident Command System (ICS) Courses.
- (6) Conduct best practices training and oversight to aid in maximization of grant funding.

#### B. Financial and Grant Administration – General.

- (1) Coordinate and attend meetings with the State and Federal Agencies.
- (2) Compile and complete all required documentation for grants.
- (3) Provide assistance in requesting Immediate Needs Funding or grants based on estimates; development and tracking of plans for cash flow management and disbursements by State/FEMA; insurance evaluation, documentation adjusting and settlement services; tracking project progress, expenditures, reimbursement requests and receipts.
- (4) Prepare correspondence to the State of Florida, FEMA, HUD, etc. on behalf of the County as necessary; prepare a program management plan; prepare periodic reports to the County as to the status of grant management progress and participate in all status meetings.
- (5) Categorize, record, track and file costs on approved forms in support of the financial award or reimbursement process. Communicate with the County departments frequently and maintain an up-to-date database of eligible labor, equipment, and materials costs as

reported on Event Activity Tracking Forms to prepare daily reports to the County management.

- (6) Provide other State and Federal grant management services as needed.
- (7) Assist the County with the management and administration of other Federal grant management programs not identified above.

C. Financial and Grant Administration – FEMA.

- (1) Provide extensive knowledge and expertise related to FEMA Public Assistance matters.
- (2) Provide consultation in the Public Assistance procedures and assist with project worksheets.
- (3) Attend meetings with the State/Federal agencies including applicant briefings, scoping meetings and project specific discussions.
- (4) Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (FEMA Category A-G) and review records of emergency expenses incurred by the County.
- (5) Ensure all eligible damages have been identified, quantified and presented to Federal inspectors/Project Officers.
- (6) Compile and summarize in FEMA-approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets.
- (7) Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the County. Attend all meetings with the County, State and FEMA (and/or other Federal agencies) to negotiate individual project worksheets as needed.
- (8) Assist in identifying, developing and evaluating opportunities for 406 hazard mitigation projects.
- (9) Develop Hazard Mitigation Proposals and Cost Benefit Analysis (CBA).
- (10) Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.
- (11) Provide policy insight and recommendations on project eligibility determinations.
- (12) Ensure the County meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, audits, etc.
- (13) Support County departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by the County departments.
- (14) Develop and submit quarterly progress reports to the County and State.
- (15) Assist County with any adverse FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals.
- (16) Upon completion of all projects and draw-down of reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- (17) Prepare closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review.
- (18) Prepare all documentation for, and represent the County in, all project closeout activities.
- (19) Participate in exit conferences with the County, State, and FEMA.

- (20) Assist the County in future Office of Inspector General (OIG) audits or other matters related to FEMA Public Assistance grants.
- (21) Provide other FEMA related technical assistance and consulting services as needed.

D. Financial and Grant Administration - HUD CDBG-DR.

- (1) Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds.
- (2) Conduct unmet needs assessment – particularly housing, infrastructure, and economy.
- (3) Research, write or revise Long Term Recovery Plan, Strategic Plan, Community Development plan etc.
- (4) Develop specific projects, initiatives and action items to be implemented with CDBG-DR grant funding.
- (5) Prioritize actionable items based on funding potential, feasibility and community benefit.
- (6) Work with Florida Department of Economic Opportunity on the development of an Action Plan for the County for presentation to and approval of HUD.
- (7) Report progress and developments to the County.
- (8) Conduct ongoing project management through the life cycle of the grant funded projects.
- (9) Maintain oversight and strictly monitor compliance with all Local, State and Federal policies surrounding CDBG-DR grants.
- (10) Complete exit interviews and briefings after project closures.
- (11) Assist the County in any future audits or related questions.
- (12) Provide other HUD related technical assistance and consulting services as needed.

E. Identification & Pursuit of Other Grant and Funding Opportunities including Hazard Mitigation Grant Program (HMGP).

- (1) Assist and facilitate local government staff with the HMGP, Flood Mitigation Assistance Program (FMAP) and other grant programs.
- (2) Develop Hazard Mitigation Proposals, Cost Benefit Analysis (CBA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- (3) Identify and pursue other eligible grant opportunities to include United States Department of Commerce, Economic Development Administration grants, Florida Division of Emergency Management Grants, etc.
- (4) Assist in the development of Comprehensive Economic Development Strategy.
- (5) Advise County on economic growth incentive measures to drive private sector investment.
- (6) Seek private capital investment and low cost loan programs.

F. Other Duties as Tasked by County.

- (1) Review architectural and engineering plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.

- (2) Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- (3) Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- (4) Develop construction packages for contractor bidding.
- (5) Conduct contract closings between contractors and the County.
- (6) Conduct financial tracking of program funds and homeowner payments.
- (7) Inspect construction for compliance with program requirements and to approve milestone payment request from contractors.
- (8) Conduct final inspections, make adjustments (if required), and provide final elevation certificates to the County.
- (9) Provide in progress reviews as required to keep the County informed on project progress.
- (10) Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.

#### 4. PRICING

The Contractor will provide professional consulting services to the County utilizing this contract as set forth in this document. The County will provide specific **Task Orders for services** needed, based upon the following classifications and hourly rates.

Classification	Hourly Rate
Project Manager	\$160.00
Assistant Project Manager	\$145.00
Senior FEMA Specialist	\$140.00
Grant Manager	\$120.00
Senior Planner	\$95.00
Planner	\$85.00
Senior Inspector	\$80.00
Inspector/Debris Monitor	\$40.00
Senior Environmental Specialist	\$140.00
Environmental Specialist	\$120.00
Senior Engineer	\$189.00
Mid-Level Engineer	\$120.00
Engineer Intern	\$109.00
Senior Architect	\$185.00
Mid-Level Architect	\$120.00
Entry Level Architect	\$105.00
CADD Technician	\$98.00

Construction Manager	\$120.00
Construction Inspector	\$85.00
Scheduler	\$75.00
Cost Estimator	\$75.00
Project Control Specialist	\$87.00
Data Storage Website Manager	\$120.00
GIS Specialist	\$115.00
Financial Lead	\$120.00
Financial Assistant	\$85.00
Clerical/ Administrative Assistant	\$45.00
Payroll Review Clerk	\$35.00
Data Entry Clerk	\$25.00
Senior CDBG Housing Specialist	\$140.00
CDBG Specialist	\$128.00
Training & Exercise Coordinator	\$115.00
Hazard Mitigation Specialist	\$130.00
Compliance Administrator	\$160.00

\*Rates are both pre-disaster and post-disaster

A. The County will only be charged for professional hours documented in biweekly time reports aligned to specific projects being pursued by the County.

B. All non-labor costs (travel, per diem, etc.) must be pre-approved by the County and will be billed with zero mark-up.

C. Contractor will provide biweekly invoices and payments by the County will be processed within thirty (30) calendar days.

D. Payments associated with this contract will be in accordance with **Task Orders issued by the County**. Task Orders will be in accordance with individual grants pursued by the County or in accordance with tasks desired by the County in support of the areas identified in the scope of work in this Agreement. No payments are intended or implied outside of specifically negotiated Task Orders.

E. The maximum contract amount for services rendered by the Contractor under this Agreement, including the amount in the initial Task Order and all subsequent Task Orders, shall not exceed \$3,625,000.00. This amount may be adjusted by the County based upon the level and volume of work required for current and future emergency management and recovery efforts.

## 5. PAYMENTS

A. The County shall make payment in accordance with pricing contained herein, for all Services performed by Contractor. The Contractor shall not incur any indirect costs associated with Contractor's performance of the Services without written prior approval from the County. No payments are intended or

implied outside of those specifically set forth herein. The Contractor will be responsible to prepare and submit the necessary close-out paperwork to federal and state agencies as required, including all supporting documentation, and to ensure that all billing to federal agencies is complete and accurate.

B. The Contractor shall submit biweekly invoices for Services performed during the preceding biweekly period. All invoices shall be accompanied by time reports for each contracted staff member, including any subcontractors, and must identify the staff member and that staff member's position as authorized by this Agreement.

## **6. EQUAL OPPORTUNITY AND OTHER LAWS**

A. The Contractor shall not discriminate, directly or indirectly, against any employee or applicant for employment based on race, color, creed, religion, sex age, handicap, disability, sexual orientation, gender identification, ancestry, national origin, marital status, familial status, or any other protected class pursuant to Federal, State or Local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County, setting forth the provisions of this nondiscrimination clause. The Contractor shall incorporate this provision in all subcontracts for services provided under this Agreement.

B. To the extent set forth in the respective statutes, Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Title I of the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963; the Fair Labor Standards Act of 1938; and the Immigration Reform and Control Act of 1986.

## **7. TERMINATIONS**

A. Termination for Cause. If, through any cause, the Contractor fails to fulfill any obligations or to perform any Services in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate their use of this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials for work described in Section three (3) above shall at the County's option become the property of the County. In the event, Contractor violates or breaches the terms of this Agreement, the County may seek remedy for sanctions or penalties as appropriate and allowable by law.

B. Termination for Convenience. The County may terminate their use of this Agreement at any time for any reason by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials for work described in Section three (3) above shall, at the option of the County, become property of the County.

C. In the event of termination of this Agreement for any reason, payment for the unpaid portion of the Services provided by the Contractor to the date of termination shall be paid to the Contractor.



## 8. PUBLIC RECORDS

The Parties acknowledge that the County is a governmental agency. The County subject is to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Agreement:

- A. Contractor agrees to keep and maintain public records required by the County to perform the Services under this agreement.
- B. Upon request from the County's custodian of public records, Contractor agrees to provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of the agreement if the Contractor does not transfer the records to the County.
- D. Upon completion of the agreement, Contractor shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

## 9. INDEMNIFICATION

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the County does not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any negligent acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

## 10. INSURANCE

Contractor shall obtain or possess the following insurance coverages and may be asked to provide Certificates of Insurance to the County to verify such coverage:

- A. Workers' Compensation – Unless excluded via State of Florida guidelines, the Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- B. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

C. **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. **Professional Liability (Errors & Omissions)** - The Contractor shall provide coverage for all claims arising out of the Services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this agreement or shall be at least twice the required per claim limit.

## 11. COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, other governmental entities may be permitted to make purchases at the terms and conditions contained in this Agreement. Non-customer purchases are independent of the Agreement between the County and the Contractor. The County shall not be party to any transaction between the Contractor and any other purchaser.

## 12. GENERAL PROVISIONS

A. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Leon County, Florida.

B. **Waiver.** Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

C. **Modification.** This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

D. **Binding Effect.** This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

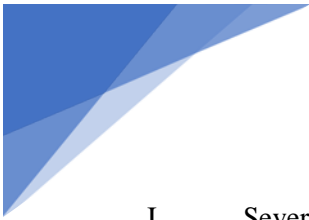
E. **Assignment.** Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

G. **Ambiguity.** This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party.

H. **Force Majeure.** A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire, storm, flood, or other unusually severe weather or act of nature; or any requirements of law.





I. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

J. Records. The Contractor shall retain, for a period of five (5) years following completion of Services under all task orders, all records, correspondence, subcontracts, financial information, payroll records, invoices, schedules, and other documents of any kind whatsoever relating to the performance of the Services. So long as such documents are retained, the County, or its representative shall have the right to inspect the same, after three (3) days prior notice, at any time during normal working hours at the locations where such records are kept in the normal course of business or, at the County's option, in Tallahassee, Florida.

K. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

**The Integrity Group**  
**Blue Sky Florida Consulting, LLC**

\_\_\_\_\_  
Gary J. Yates,  
Senior Partner  
Date: \_\_\_\_\_

**Calhoun County, Florida**

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

## Exhibit A

Throughout the performance of any work under this Agreement, CONTRACTOR agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**2. Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act.** As required by Federal program legislation:

a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.

i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

**3. Compliance with the Contract Work Hours and Safety Standards Act.**

a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to

such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

ii. The CONTRACTOR agrees to report each violation to the County and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to State of Florida,

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the COUNTY that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the COUNTY.

**8. Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. meeting contract performance requirements; or

iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. **Department of Homeland Security (DHS) Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund some parts of this contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

**RESOLUTION 2019-38**  
**OF THE BOARD OF COUNTY COMMISSIONERS**  
**OF CALHOUN COUNTY, FLORIDA**

**WHEREAS**, the Calhoun County Board of County Commissioners of Calhoun County, Florida has unanticipated revenue in fiscal year 2019-2020 in the Industrial Development Authority Fund. As well as reallocated expenditures between line items in the Library Fund.

**WHEREAS**, said revenue is needed to help pay certain expenditures incurred in fiscal year 2019-2020,

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The fiscal year 2019-2020 budget be amended as follows:

		<u>Current Budget</u>	<u>Increase (Decrease)</u>	<u>Revised Budget</u>
<b><u>Library Fund</u></b>				
<b>Expenditures:</b>				
<b>COUNTY:</b>				
4757100-5112	Salaries	\$ 238,773	5,323	244,096
4757100-51121	FICA/Medicare Payroll Taxes	18,266	407	18,673
4757100-51122	Retirement	19,023	1,056	20,079
4757100-40000	Travel & Per Diem	7,000	(261)	6,739
4757100-41000	Communications Expense	21,402	939	22,341
4757100-42000	Postage	500	(500)	-
4757100-46000	Repairs and Maintenance	15,250	(3,450)	11,800
4757100-66000	Library Materials	3,514	(3,514)	-
		<u>323,728</u>	<u>-</u>	<u>323,728</u>
<b>LIBRARY LAB ACCOUNT</b>				
47571LAB-34000	Operating Supplies	-	10,550	10,550
47571LAB-66000	Library Materials	10,550	(10,550)	-
		<u>10,550</u>	<u>-</u>	<u>10,550</u>
<b>PPLCS:</b>				
47571PL-51112	Salaries	20,108	(1,144)	18,964
47571PL-51121	FICA/Medicare Payroll Taxes	1,538	(87)	1,451
47571PL-51122	Retirement	1,703	(97)	1,606
47571PL-42000	Postage	-	500	500
47571PL-49000	Other Current Charges	-	289	289
47571PL-51000	Office Supplies	3,086	(1,461)	1,625
47571PL-52000	Operating Supplies	4,357	2,000	6,357
		<u>30,792</u>	<u>-</u>	<u>30,792</u>
<b>STATE AID:</b>				
47571SA-51112	Salaries	153,571	540	154,111
47571SA-51121	FICA/Medicare Payroll Taxes	11,748	41	11,789
47571SA-51122	Retirement	21,215	(9)	21,206

		<u>Current Budget</u>	<u>Increase (Decrease)</u>	<u>Revised Budget</u>
47571SA-31000	Professional Services	500	(500)	-
47571SA-49000	Other Current Charges	150	(150)	-
47571SA-51000	Office Supplies	4,500	255	4,755
47571SA-52000	Operating Supplies	17,915	(177)	17,738
		<u>209,599</u>	<u>-</u>	<u>209,599</u>

**Industrial Development Authority**

**Revenues:**

**State Grants:**

57334-041TER	Terminal Development	-	1,092,000	1,092,000
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**Expenditures:**

57542-62TER	Terminal Development	-	1,092,000	1,092,000
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THIS RESOLUTION ADOPTED by the Calhoun County Board of County Commissioners at their regular meeting this 5th day of November, 2019

BOARD OF COUNTY COMMISSIONERS  
CALHOUN COUNTY, FLORIDA:

ATTEST:

\_\_\_\_\_  
**Gene Bailey**  
**Chairman**

\_\_\_\_\_  
**Carla A. Hand**  
**Clerk of Court and County Comptroller**  
**Calhoun County, Florida**



Calhoun County Sheriff's Office  
Profit & Loss Budget vs. Actual  
October 2018 through September 2019

		Oct '18 - Sep 19	Budget	\$ Over Budget	% of Budget	AMENDED		Budget Increase
	Income					Budget		
	331.200 4399 Hurricane Michael	101,491.80	0.00	101,491.80	100.0%	\$ 102,000.00	Unanticipated Revenue	\$ 102,000
	331.200 Dept of Justice BPV	47.33	0.00	47.33	100.0%	\$ 50.00	Unanticipated Revenue	\$ 50
	331.200 FCADV Equipment STOP Fd	18,354.74	0.00	18,354.74	100.0%	\$ 18,400.00	Unanticipated Revenue	\$ 18,400
	331.200 FCADV STOP Funds	18,721.35	0.00	18,721.35	100.0%	\$ 18,800.00	Unanticipated Revenue	\$ 18,800
	331.200 FEMA Cat B Hur. Irma	3,709.45	0.00	3,709.45	100.0%	\$ 3,750.00	Unanticipated Revenue	\$ 3,750
	331.200 VOCA Grant Funds	43,088.08	45,453.00	-2,364.92	94.8%	\$ 43,100.00	Unanticipated Revenue	\$ (2,353)
	334.200 FDLE JAGC Grant	45,627.00	0.00	45,627.00	100.0%	\$ 45,650.00	Unanticipated Revenue	\$ 45,650
	334.200 FDLE JAGD Byrne Grant	1,000.00	0.00	1,000.00	100.0%	\$ 1,000.00	Unanticipated Revenue	\$ 1,000
	334.200 FDOT Distracted Driving	7,961.92	0.00	7,961.92	100.0%	\$ 8,000.00	Unanticipated Revenue	\$ 8,000
	337.200 Big Bend Mobile Crisis	55,108.00	0.00	55,108.00	100.0%	\$ 55,200.00	Unanticipated Revenue	\$ 55,200
	337.200 CC School Bd Revenue	158,663.94	85,069.00	73,594.94	186.51%	\$ 159,000.00	Unanticipated Revenue	\$ 73,931
	337.200 NWFWMR River Detail	14,636.60	14,000.00	636.60	104.55%	\$ 14,750.00	Unanticipated Revenue	\$ 750
	369.900 Insurance Proceeds	109,649.55	0.00	109,649.55	100.0%	\$ 110,000.00	Unanticipated Revenue	\$ 110,000
	369.900 Miscellaneous Income	28.00	0.00	28.00	100.0%	\$ 28.00	Unanticipated Revenue	\$ 28
	Other Financing Sources							\$ -
	Appropriations from BCC	2,028,420.00	2,028,420.00	0.00	100.0%	\$ 2,028,420.00		\$ -
	Total Other Financing Sources	2,028,420.00	2,028,420.00	0.00	100.0%			
	Total Income	2,606,507.76	2,172,942.00	433,565.76	119.95%	\$ 2,608,148.00		\$ 435,206.00
	Expense							
	521 Law Enforcement Operations							
	31 Professional Services	35.00	1,000.00	-965.00	3.5%	\$ 35		\$ (965)
	34 Contractual Services	42,262.63	34,500.00	7,762.63	122.5%	\$ 42,275		\$ 7,775
	34 Hurricane Michael Contr Svc	4,355.00	0.00	4,355.00	100.0%	\$ 4,355		\$ 4,355
	35 Investigations	10,323.88	2,000.00	8,323.88	516.19%	\$ 10,325		\$ 8,325
	40 Travel and Per Diem	2,796.49	2,500.00	296.49	111.86%	\$ 2,800		\$ 300
	41 Telephone, Communications	23,800.28	26,500.00	-2,699.72	89.81%	\$ 23,800		\$ (2,700)
	42 Postage, Mailing Service	2,781.35	1,500.00	1,281.35	185.42%	\$ 2,800		\$ 1,300
	43 Utilities	1,584.59	2,600.00	-1,015.41	60.95%	\$ 1,585		\$ (1,015)
	45 Insurance	81,683.13	67,700.00	13,983.13	120.66%	\$ 81,685		\$ 13,985
	46 Building Repairs & Maint	352.79	500.00	-147.21	70.56%	\$ 355		\$ (145)
	46 Other Repairs & Maint	13,743.74	2,000.00	11,743.74	687.19%	\$ 13,745		\$ 11,745
	46 Vehicle Repairs & Maint	65,940.30	40,000.00	25,940.30	164.85%	\$ 65,950		\$ 25,950
	47 Printing and Copying	0.00	0.00	0.00	0.0%	\$ -		\$ -
	48 Advertising	5,125.75	1,500.00	3,625.75	341.72%	\$ 5,150		\$ 3,650
	49 Other Current Charges	9,332.21	4,966.00	4,366.21	187.92%	\$ 9,335		\$ 4,369
	51 Office Supplies	22,914.02	10,000.00	12,914.02	229.14%	\$ 22,915		\$ 12,915
	52 Ammunition	1,821.46	1,000.00	821.46	182.15%	\$ 1,825		\$ 825
	52 Aviation Fuel/Supplies	2,541.45	0.00	2,541.45	100.0%	\$ 2,550		\$ 2,550
	52 Fingerprinting & Photo ID	0.00	0.00	0.00	0.0%	\$ -		\$ -
	52 Fuel	51,478.11	57,000.00	-5,521.89	90.31%	\$ 51,500		\$ (5,500)
	52 Investigative Supplies	2,569.73	2,500.00	69.73	102.79%	\$ 2,570		\$ 70
	52 K-9 Supplies	1,621.47	1,250.00	371.47	129.72%	\$ 1,625		\$ 375
	52 Other Operating Supplies	25,458.66	6,000.00	19,458.66	424.31%	\$ 25,460		\$ 19,460
	52 Recycling Center Op Supplies	402.60	0.00	402.60	100.0%	\$ 410		\$ 410
	52 Teen Driver Course Supplies	34.37	0.00	34.37	100.0%	\$ 35		\$ 35
	52 Uniforms/Duty Equipment	9,133.87	10,000.00	-866.13	91.34%	\$ 9,150		\$ (850)
	54 Books, Subs, Memberships	5,528.17	4,000.00	1,528.17	138.2%	\$ 5,550		\$ 1,550
	55 Training & Education	1,090.00	1,000.00	90.00	109.0%	\$ 1,100		\$ 100
	64 Capital Outlay	295,487.18	25,000.00	270,487.18	1,181.95%	\$ 295,500		\$ 270,500
	521 Law Enforcement Operations - Othe	0.00	0.00	0.00	0.0%	\$ -		\$ -
	Total 521 Law Enforcement Operations	684,198.23	305,016.00	379,182.23	224.32%	\$ 684,385		\$ 379,369
	521 Law Enforcement Personnel							
	10 Narcotics Fund Reimb	0.00	0.00	0.00	0.0%	\$ -		\$ -
	11 Sheriff's Salary	111,775.04	112,138.00	-362.96	99.68%	\$ 111,775		\$ (363)
	12 Regular Salaries	706,344.84	716,326.00	-9,981.16	98.61%	\$ 706,345		\$ (9,981)
	12/14 River Detail	11,651.62	14,000.00	-2,348.38	83.23%	\$ 11,675		\$ (2,325)
	12/16 Distracted Driving OT	4,036.71	0.00	4,036.71	100.0%	\$ 4,100		\$ 4,100
	14 Hurricane Michael Overtime	66,483.12	0.00	66,483.12	100.0%	\$ 66,500		\$ 66,500
	14 Overtime	161.52	9,792.00	-9,630.48	1.65%	\$ 165		\$ (9,627)
	15 Incentive Pay	5,667.54	5,940.00	-272.46	95.41%	\$ 5,675		\$ (265)
	21 Payroll Taxes (SSec/Med)	66,304.62	64,412.00	1,892.62	102.94%	\$ 66,310		\$ 1,898
	22 Retirement Expense	177,258.03	180,021.00	-2,762.97	98.47%	\$ 177,260		\$ (2,761)
	23 Health/Life Insurance	119,172.53	116,379.00	2,793.53	102.4%	\$ 120,100		\$ 3,721
	Mobile Crisis Unit Pay	17,200.00	0.00	17,200.00	100.0%	\$ 17,200		\$ 17,200
	Total 521 Law Enforcement Personnel	1,286,055.57	1,219,008.00	67,047.57	105.5%	\$ 1,287,105		\$ 68,097
	523 Corrections Personnel							
	10 Jail Admin Salary Reimb	-1,931.11	0.00	-1,931.11	100.0%	\$ (1,840)		\$ (1,840)
	12 Regular Salaries	228,120.99	216,214.00	11,906.99	105.51%	\$ 228,125		\$ 11,911
	14 Overtime	16,731.72	39,847.00	-23,115.28	41.99%	\$ 16,735		\$ (23,112)
	15 Incentive Pay	780.06	840.00	-59.94	92.86%	\$ 785		\$ (55)
	21 Payroll Taxes (SSec/Med)	19,707.06	19,653.00	54.06	100.28%	\$ 19,710		\$ 57
	22 Retirement Expense	60,644.30	61,146.00	-501.70	99.18%	\$ 60,645		\$ (501)
	23 Health & Life Ins.	33,671.09	36,490.00	-2,818.91	92.28%	\$ 33,660		\$ (2,830)
	Total 523 Corrections Personnel	357,724.11	374,190.00	-16,465.89	95.6%	\$ 357,820		\$ (16,370)

Calhoun County Sheriff's Office  
Profit & Loss Budget vs. Actual  
October 2018 through September 2019

		Oct '18 - Sep 19	Budget	\$ Over Budget	% of Budget	AMENDED	Budget
	523 Corrections/Jail Operations						
	34 Contractual Services	10,119.97	3,000.00	7,119.97	337.33%	\$ 10,120	\$ 7,120
	41 Telephone/Communications	979.34	1,000.00	-20.66	97.93%	\$ 980	\$ (20)
	42 Postage, mailing service	0.00	50.00	-50.00	0.0%	\$ -	\$ (50)
	43 Utilities	190.00	50.00	140.00	380.0%	\$ 200	\$ 150
	46 Jail Repairs & Maint	3,786.88	1,000.00	2,786.88	378.69%	\$ 3,800	\$ 2,800
	46 Vehicle Repairs & Maint	1,800.62	4,000.00	-2,199.38	45.02%	\$ 1,805	\$ (2,195)
	49 - Other Current Charges	780.30	500.00	280.30	156.06%	\$ 785	\$ 285
	51 Office Supplies	131.14	1,000.00	-868.86	13.11%	\$ 135	\$ (865)
	52-Fuel	5,743.92	4,000.00	1,743.92	143.6%	\$ 5,750	\$ 1,750
	52-Operating Supplies	12,539.22	10,000.00	2,539.22	125.39%	\$ 12,550	\$ 2,550
	52 Food for Jail	94,555.92	75,300.00	19,255.92	125.57%	\$ 94,600	\$ 19,300
	52 Uniforms/Duty Equipment	1,063.05	1,000.00	63.05	106.31%	\$ 1,100	\$ 100
	55 - Training & Education	135.00	500.00	-365.00	27.0%	\$ 150	\$ (350)
	64 Equipment	4,338.98	0.00	4,338.98	100.0%	\$ 4,350	\$ 4,350
	Total 523 Corrections/Jail Operations	136,164.34	101,400.00	34,764.34	134.28%	\$ 136,325	\$ 34,925
	711 Courthouse Sec Operations						
	41 Telephone & Communications	1,121.50	0.00	1,121.50	100.0%	\$ 1,150	\$ 1,150
	46 Vehicle Repairs & Maint	442.64	0.00	442.64	100.0%	\$ 450	\$ 450
	49 Other Current Charges	50.78	0.00	50.78	100.0%	\$ 55	\$ 55
	52 Fuel	3,850.80	5,000.00	-1,149.20	77.02%	\$ 3,855	\$ (1,145)
	52 Operating Supplies	154.45	0.00	154.45	100.0%	\$ 155	\$ 155
	52 Uniforms/Duty Equipment	1,772.67	3,850.00	-2,077.33	46.04%	\$ 1,780	\$ (2,070)
	64 Equipment	0.00	3,000.00	-3,000.00	0.0%	\$ -	\$ (3,000)
	Total 711 Courthouse Sec Operations	7,392.84	11,850.00	-4,457.16	62.39%	\$ 7,445	\$ (4,405)
	711 Courthouse Sec Personnel						
	12 Regular Salaries	87,452.07	107,575.00	-20,122.93	81.29%	\$ 87,488	\$ (20,087)
	14 Overtime	425.79	0.00	425.79	100.0%	\$ 450	\$ 450
	15 Incentive Pay	886.08	960.00	-73.92	92.3%	\$ 890	\$ (70)
	21 Payroll Taxes (SSEC/Med)	7,352.60	8,302.00	-949.40	88.56%	\$ 7,360	\$ (942)
	22 Retirement Expense	22,883.67	24,266.00	-1,382.33	94.3%	\$ 22,900	\$ (1,366)
	23 Health & Life Ins	15,972.46	18,326.00	-2,353.54	87.16%	\$ 15,980	\$ (2,346)
	25 Unemployment Comp	0.00	2,049.00	-2,049.00	0.0%	\$ -	\$ (2,049)
	Total 711 Courthouse Sec Personnel	134,972.67	161,478.00	-26,505.33	83.59%	135,068.00	-26,410.00
	Total Expense	2,606,507.76	2,172,942.00	433,565.76	119.95%	2,608,148.00	435,206.00
Net Income		0.00	0.00	0.00	0.0%	0.00	0.00

**Calhoun County Sheriff's Office 911 Gen Op**  
**Profit & Loss Budget vs. Actual/BUDGET AMENDMENT**  
October 2018 through September 2019

	<b>ACTUAL</b>				<b>ORIGINAL</b>		<b>AMENDED</b>	<b>Budget</b>
	<b>Oct '18 - Sep 19</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>			<b>Budget</b>	<b>Increase</b>
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
331.220 FEMA - Hurricane Michael	18,058.98	0.00			Unanticipated Revenue		18,059.00	18,059.00
381 Transfer from 911 Wireless	27,700.80	43,823.00	-16,122.20	63.21%			43,823.00	0.00
<b>Other Financing Sources</b>								
Appropriations from BCC	178,392.00	178,392.00	0.00	100.0%			178,392.00	0.00
Total Other Financing Sources	178,392.00	178,392.00	0.00	100.0%			178,392.00	0.00
Total Income	224,151.78	222,215.00	1,936.78	100.87%			240,274.00	18,059.00
<b>Expense</b>								
<b>529 Operating Expenses</b>								
46 Repairs and Maintenance	0.00	5,000.00	-5,000.00	0.0%			2,467.00	-2,533.00
49 Other Current Charges	0.00	0.00	0.00	0.0%			0.00	0.00
52 Uniforms	44.00	0.00	44.00	100.0%			44.00	44.00
55 Training & Certification	0.00	1,000.00	-1,000.00	0.0%			0.00	-1,000.00
Total 529 Operating Expenses	44.00	6,000.00	-5,956.00	0.73%			2,511.00	-3,489.00
<b>529 Personnel Expenses</b>								
12 Salaries	151,948.86	165,604.00	-13,655.14	91.75%			165,604.00	0.00
14 Hurricane Michael	15,627.95	0.00	15,627.95	100.0%			15,628.00	15,628.00
14 Overtime	8,210.20	0.00	8,210.20	100.0%			8,210.00	8,210.00
21 SSEC/Medicare Expenses	13,329.59	12,669.00	660.59	105.21%			13,330.00	661.00
22 Retirement Expense	13,495.38	13,616.00	-120.62	99.11%			13,495.00	-121.00
23 Health & Life Ins Expense	21,495.80	24,326.00	-2,830.20	88.37%			21,496.00	-2,830.00
Total 529 Personnel Expenses	224,107.78	216,215.00	7,892.78	103.65%			237,763.00	21,548.00
Total Expense	224,151.78	222,215.00	1,936.78	100.87%			240,274.00	18,059.00
Net Ordinary Income	0.00	0.00	0.00	0.0%			0.00	0.00
Net Income	0.00	0.00	0.00	0.0%			0.00	0.00

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

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

1. Project Title (Project): **Calhoun County Small County Consolidated Solid Waste Management Grant** Agreement Number: **SC003**

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

Grantee Name: **Calhoun County Board of County Commissioners** Entity Type: **Local Government**  
Grantee Address: **20859 Central Avenue East, Room 130** FEID: **59-6000538**  
**Blountstown, FL 32424** (Grantee)

3. Agreement Begin Date: **October 1, 2019** Date of Expiration: **September 30, 2020**

4. Project Number: **SC003** Project Location(s): **Calhoun County**  
(If different from Agreement Number)

Project Description: **Calhoun Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$90,909.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>2019-20 GAA Line Item #1723</b>	<b>\$90,909.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$90,909.00</b>

6. Department's Grant Manager Name: <b>Fletcher Herrald</b> or successor Address: <b>2600 Blair Stone Road</b> <b>Tallahassee, Florida 32399-2400</b> Phone: <b>(850) 245-8710</b> Email: <b>fletcher.herrald@dep.state.fl.us</b>	Grantee's Grant Manager Name: <b>Chelsea Ranew</b> or successor Address: <b>20859 Central Ave East</b> <b>Room G40</b> <b>Blountstown, FL 32424</b> Phone: <b>(850) 674-8075</b> Email: <b>cranew@calhouncountygov.com</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Calhoun County Board of County Commissioners**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

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

**4. Deliverables.**

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

## **5. Performance Measures.**

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

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

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

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

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.



## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
[https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.



- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

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

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

#### **Attachment 1**

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

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

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

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

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

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

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

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

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

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

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

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

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

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

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

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

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

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

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

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

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

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

### **Attachment 1**



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

**21. Waiver.**

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

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

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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

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

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**Attachment 1**

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

**25. Lobbying and Integrity.**

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

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

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

**29. Independent Contractor.**

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

**30. Subcontracting.**

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

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

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

**32. Survival.**

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

**33. Third Parties.**

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

**34. Severability.**

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

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

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

**36. Assignment.**

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

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

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



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. SC003**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Calhoun County Small County Consolidated Waste Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or

alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

Subcontracting is permitted under this Agreement.

**12. State-owned Land.**

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

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

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

**14. Additional Terms.**

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT #: SC003**

**ATTACHMENT 3**

**PROJECT TITLE:** Calhoun County Small County Consolidated Solid Waste Management Grant

**PROJECT AUTHORITY:** Calhoun County (Grantee) received funding from the Florida Legislature in the amount of \$90,909.00, through Specific Appropriation Line Item No.1723, Solid Waste Management Trust Fund, Fiscal Year (FY) 2019-2020 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

**PROJECT LOCATION:** The Project will be located in Calhoun county at the recycling center, which is located at 17588 NW Magnolia Church Road, Blountstown, FL 32424.

**PROJECT BACKGROUND:** Calhoun County provides a recycling program to businesses and residents. There are drop off sites located throughout the County for residents to recycle various plastics, steel, aluminum cans, newspaper, and cardboard. In addition, a Calhoun County recycling employee makes weekly stops at businesses to pick up recyclables. In order to maintain the center and serve the residents of Calhoun County, additional funding is needed.

**PROJECT DESCRIPTION:** Recyclables will be picked up by Grantee employees using Grantee equipment and taken to the recycling center for appropriate disposal. There are four (4) drop-off recycling centers located throughout Calhoun County for County residents to recycle their household plastics, newspaper, steel, aluminum cans and cardboard. Cardboard collection will also be provided to businesses throughout Calhoun County by the county's employee. The County is also a part of the Hazardous Waste Cooperative Agreement with Okaloosa County. Okaloosa County will act as the "host" local government for "Annual Household Haz Mat Amnesty Day" which will be located at Calhoun County's Recycling Center. Funds are to be used towards salaries for recycling personnel, administrative costs, contractual services associated with the hazardous waste collection event, and maintenance of the Recycling Center. Due to Hurricane Michael, an uninsured storage area was destroyed. The County requests to use funds to construct a pole barn to provide shelter for Recycling Center equipment.

**TASKS and DELIVERABLES:**

**Task 1: Recycling Program Operations**

**Task Description:** The Grantee will collect, sort and bale the eligible recyclables dropped off at their four (4) recycling drop-off centers and the recyclables collected weekly by the Recycling Coordinator from the various eligible businesses located throughout the county. Eligible recyclables include #1 and #2 plastics, cardboard, aluminum cans, and newspaper, which are transported to the Grantee's recycling center, where they are sorted and baled.

**Deliverable(s):** Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, either using the **Recycling Summary Report**, provided by the Department or comparable documentation. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review documentation for each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the

Department's Grant Manager of required documentation for the deliverable(s) under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

## **Task 2: Hazardous Waste Collection Event**

**Task Description:** Under DEP Agreement No. HW005 and in accordance with the Interlocal Agreement, Okaloosa County is responsible for planning and conducting the hazardous waste collection event. As party to both the Interlocal Agreement and as a "Neighboring" county under DEP Agreement No. HW005 the Grantee is responsible for:

- a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2020.
- b. Guaranteeing funding for payment of twenty-five percent (25%) of its total collection cost to Okaloosa County unless otherwise agreed upon as evidenced in the Interlocal Agreement.
- c. Providing funding for any additional costs, which exceed Okaloosa County's budget of seventy-five percent (75%) of the total collection cost, with such payment due to Okaloosa County within a specified time frame.
- d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at [www.Earth911.org](http://www.Earth911.org).
- e. Attending the collection event and assisting Okaloosa County in overseeing the paperwork at the close of the collection event.

As the event will take place on a Saturday, the Recycling Coordinator will be on hand to work, overtime has been authorized at a rate of time and a half.

**Deliverable(s):** Completion of the task as evidenced by submittal of all the following supporting documentation: 1) an event report that includes the date, time and location, the types and amounts of waste collected, the final destination of such waste, the type and number of participants served, details of the work completed, problems encountered and problem resolution for the event, due no later than thirty (30) calendar days after event completion; 2) documentation of the event in the form of newspaper coverage or advertisement of the event with the date and title of the publication or dated, color photographs; 3) time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment; and 4) a copy of the invoice received from Okaloosa County to verify the Grantee's required twenty-five percent (25%) of the event's total collection costs. All documentation for deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description, and that the event was completed in accordance with the terms and conditions set forth in the Interlocal Agreement and under DEP Agreement No HW005. Upon review and written acceptance by the Department's Grant Manager of documentation for required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement upon completion of the event. Payment requests shall be submitted within thirty (30) calendar days following completion of the event. The documentation for the outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**Task 3: Recycling Center Pole Barn**

**Task Description:** Due to Hurricane Michael, an uninsured outdoor storage area was destroyed. This shelter was used to house equipment for the Recycling Center including the lawn mower and at times recycling trailers. The Grantee's Program Specialist and Recycling Center Coordinator will administer and coordinate to procure the construction of a 60 foot by 60 foot pole barn to provide shelter for Recycling Center equipment. The construction of this pole barn will be bid out to a certified contractor and monitored by the Recycling Center Coordinator and Program Specialist.

**Deliverable(s):** Completion of the task as evidenced by submittal of all the following supporting documentation: Completion of the task as evidenced by submittal of all the following supporting documentation: contractor invoices, purchase orders, and proof of payment to contractor, and copies of required site inspection reports. All documentation for deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review documentation for each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of documentation for required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The documentation for the outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Pick-up Program Operations	10/1/2019	9/30/2020	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Hazardous Waste Collection Event	10/1/2019	5/31/2020	30 days within the completion of the event
3	Recycling Center Pole Barn	10/1/2019	9/30/2020	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Amount
1	Salaries	\$58,825.00
	Fringe Benefits	\$13,032.65
	<b>Total for Task:</b>	<b>\$71,857.65</b>
2	Contractual Services	\$4,250.00
	Salaries	\$167.48
	Fringe Benefits	\$27.00
	<b>Total for Task</b>	<b>\$4,444.48</b>
3	Contractual Services	\$14,606.87
	<b>Total for Task</b>	<b>\$14,606.87</b>

**SALARY AND FRINGE BENEFITS BY TASK:** Cost reimbursable hourly and fringe rate(s) by position may not exceed those indicated below.

Task/Deliverable Number	Position Title	Hourly Rate	Authorized Overtime	FICA & Medicare	Retirement 7/1/19-6/30/20	Health Insurance	Life Insurance
1	Recycling Coordinator (Robert Borelli)	\$15.95	N/A	7.65%	8.47%	\$633.64	\$6.75
	Part-Time Recycling Assistant (Robert Tipton)	\$2,137.42/month	N/A	N/A	N/A	N/A	N/A
2	Recycling Coordinator (Robert Borelli)	\$15.95	Time & a Half	7.65%	8.47%	N/A	N/A

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Fringe Benefits	\$13,059.65
Salaries	\$58,992.48
Contractual Services	\$18,856.87
<b>Total:</b>	<b>\$90,909.00</b>

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

1 of 7

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

### Attachment 5

2 of 7

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

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

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

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

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

By Mail:

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

Electronically:

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

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

## Attachment 5

3 of 7

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

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

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

# EXHIBIT – 1

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

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

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

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

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

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

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>				
<b>State Program A</b>	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
SC003	DEP	2019-20	37.012	Small County Consolidated Waste Grant
<b>State Program B</b>				
	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
				Funding Amount

Total Award	\$90,909
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance

Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

**ATTACHMENT 6**

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.



Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

## Exhibit A

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC003 and accurately reflects the activities associated with the project.

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Date \_\_\_\_\_

**Exhibit C**  
**PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: SC003

Agreement Effective Dates: 10/1/19 – 9/30/20

Grantee: Calhoun County BOCC

Grantee's Grant Manager: Chelsea Ranew

Mailing Address: 20859 Central Avenue East Room 130 Blountstown, FL 32424

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

<b>CATEGORY OF EXPENDITURE</b> <i>(As authorized)</i>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$N/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$N/A	
<b>TOTAL REMAINING IN TASK</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. SC003 and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply below:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)      Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Grantee's Grant Manager Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

**GRANTEE:** Enter the name of the grantee's agency.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DATE OF PAYMENT REQUEST:** This is the date you are submitting the request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

### GRANT EXPENDITURES SUMMARY SECTION:

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

### **NOTES:**

**If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

## Exhibit 1 Recycling Summary Report

Grantee may submit one (1) summary report for all recycling completed during the quarter. Complete a report number for each recycling completed during the quarter. Attach additional pages, if necessary. Include copies of any supporting documentation the recycling center may have provided. Comparable documentation may be submitted in lieu of this report.

Report No: [Click here to enter text.](#)

Date of Collection: [Click here to enter a date.](#)

Grantee (County) Name: [Click here to enter text.](#)

Account No.: [Click here to enter text.](#)

Receipt/Invoice No.: [Click here to enter text.](#)

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Report No: [Click here to enter text.](#)

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MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Report No: [Click here to enter text.](#)

Date of Collection: [Click here to enter a date.](#)

Grantee (County) Name: [Click here to enter text.](#)

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MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
#1 Paper	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

I, [Click here to enter text.](#), certify that the information in this report is true and accurate, and that the recycling  
(Grantee's Grant Manager)  
operations have been completed in accordance with the terms and condition of DEP Agreement No. SC003  
and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Grantee's Grant Manager Signature:

Date: