

*Levy County Board of County Commissioners
Agenda Item Summary*

1. NAME/ORGANIZATION/TELEPHONE: Levy County Tourist Development Council and Visitors Bureau-Carol McQueen 486-3396	2. MEETING DATE: June 7, 2016
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3. REQUESTED MOTION/ACTION:

Review and approval of 2016-2017 Tourism Marketing Plan.

4. AGENDA PRESENTATION TIME REQUESTED: (REQUEST WILL BE GRANTED IF POSSIBLE)	5. Is This Item Budgeted (If Applicable)? YES ___ NO ___ (If No, State Action Required) BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT: DETAILED ANALYSIS ATTACHED? YES <input checked="" type="checkbox"/> NO ___ BUDGET OFFICER APPROVAL ___ DATE: ___ FUNDING SOURCE: ACCOUNT NUMBER:
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

On May 5, 2016 the Levy County Tourism Development Council approved the 2016-2017 Marketing Plan and makes the recommendation of this plan to the Levy County Board of Commissioners for their approval.

REQUESTING: Approval of the Marketing Plan 2016-2017 to begin October 1, 2016.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

Department Director Yes <input checked="" type="checkbox"/> No ___	Other Yes <input checked="" type="checkbox"/> No ___ <i>TDC</i>	Other Yes ___ No ___	Other Yes ___ No ___	County Attorney Yes ___ No ___	County Coordinator Yes ___ No ___
<i>May 5, 2016</i>	<i>May 5, 2016</i>				

8. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED DATE TO BRING BACK:
 OTHER SPECIFY:

Levy County Visitors Bureau

MARKETING PLAN

Platforms & Campaigns 2016-2017

Branding Advertisement: Print Media & internet media advertisements: Domestic Drive/Fly Market and International Markets

<u>Camp Florida: Print & Web listing</u>	<u>\$ 1,500</u>	<u>US/International</u>	
<u>Good Sams/Woodall's/Trailer Life Director (Spotlight ad & web ad)</u>	<u>\$5,000</u>	<u>US/International</u>	
<u>American Road Magazine (Magazine ads, web ads, itineraries & getaways)</u>	<u>\$7,000</u>	<u>US/Canada</u>	
<u>Fresh From Florida Magazine (state & international distribution)</u>	<u>\$ 500</u>	<u>US/International</u>	
<u>Visit Florida Magazine (their fulfillment piece) 1/3 pg</u>	<u>Miles Media</u>	<u>\$8,000</u>	<u>US/International</u>
<u>Visit Florida Online Banner Ad campaign</u>	<u>\$6,000</u>	<u>US/International</u>	
<u>BRAND USA (Miles Media) ½ pg</u>	<u>\$11,100</u>	<u>US/International</u>	
<u>National Geographic-Florida's Undiscovered insert (Co-op with NNF)</u>	<u>\$1,300</u>	<u>US/International</u>	
<u>Paddling.net (10,000 national calendar with paddling festivals ads/web ads)</u>	<u>\$1,500</u>	<u>US/Canada</u>	
<u>Paddling.net: WEB ads & newsletters</u>	<u>\$1,000</u>	<u>US/Canada</u>	
<u>Rapid Media: Adventure Kayak Magazine & Kayak Angler Magazine</u>	<u>\$1,500</u>	<u>US/Canada</u>	
<u>AAA-South Worth the Drive (good editorial with ad)(this total will increase)</u>	<u>\$5,000</u>	<u>US</u>	
<u>Advertising for festivals & events: majority will be local TV advertising & US</u>	<u>\$20,000</u>	<u>US/Local</u>	

Digital Marketing Service: (Domestic and Internationally)

<u>INTERFUSE Complete Digital Marketing Service)</u>	<u>\$24,000</u>	<u>US/International</u>
Digital Marketing:		
<u>INTERFUSE-Search Engine Optimization (4 quarters)</u>	<u>\$3,000</u>	<u>US/International</u>

Public Relations & Promotions:

<u>Promotional Items (pens, fans, bags, for logo and website promotions)</u>	<u>\$1,000</u>
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Branding (Local):

Community Calendar Sponsored by: Levy County Visitors Bureau www.VisitLevy.com website

a. Local newspaper-internet news and quarterly for local branding

<u>1.Chiefland Citizen-Williston Pioneer-Cedar Key Beacon</u>	<u>\$2,000</u>	<u>local</u>
<u>3.Hardison Ink.com</u>	<u>\$2,000</u>	<u>local</u>

Radio:

Radio advertisements (other than festivals & events) \$ 3,000 local/regional

Out of Home Advertising: (So. Levy sign) \$7,000 local

Organizational Memberships:

<u>Visit Florida: Destination Marketing Organization Partner</u>	\$ 395
<u>Original Florida Tourism Task Force-11 county regional organization</u>	\$4,000
<u>Southeast Tourism Society</u>	\$ 425
<u>Florida Festivals & Events</u>	\$ 200
<u>Florida Association of Destination Marketing Organizations</u>	\$ 585
<u>Fresh From Florida</u>	\$ 50
<u>Florida Outdoor Writers</u>	\$ 174

Chamber Brochure Assistance Program (Dollar for Dollar match) up to \$500 each
Levy County Visitors Bureau logo/URL would be required to appear on their brochures.

1. Chiefland Chamber
2. Cedar Key Chamber
3. Fanning Springs
4. Williston Chamber
5. Withlacoochee Area Chamber (Inglis/Yankeetown)

5 x \$500 per chamber _____ \$2,500

TOTAL **\$119,729.00**

In addition to the Marketing Plan/Campaigns there are other items that will factor into the complete budget such as wages, administrative costs, travel, equipment, office supplies, printing, chamber memberships, etc., that are not shown in this Marketing Plan.

NOTES:

Approved and Recommended by Levy County Tourist Development Council to the BOCC May 5, 2016.

Approved on _____ by Levy County Board of County Commissioners.

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

RESTORE ACT/ GRANTS DEPARTMENT

2. MEETING DATE:

June 7, 2016

3. REQUESTED MOTION/ACTION: Ratify the acceptance of the notice of award including all conditions.

4. Agenda Presentation

Time Requested: 10
minutes

(Request will be granted if possible)

ALLOTTED TIME NOT

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The notice of award was brought before the BOCC as a non-agenda item on May 3, 2016. The notice of award was recognized by the BOCC, but not formally voted on that day. The BOCC has authorized Mr. Moody's signature on the application, however that approval does not include approval to execute the grant agreement. The County attorney has reviewed and approved the notice of award.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

1. DATE ISSUED MM/DD/YYYY | 2. CFDA NO. | 3. ASSISTANCE TYPE
 04/26/2016 | 21.015 | Formula Grant

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration
 1500 Pennsylvania Ave., N.W.
 Washington, DC 20220-0001

1a. SUPERSEDES AWARD NOTICE dated
 except that any additions or restrictions previously imposed remain
 in effect unless specifically rescinded

4. GRANT NO. | 5. ACTION TYPE
 1 RDCGR150006-01-00 | New
 Formerly

6. PROJECT PERIOD MM/DD/YYYY | MM/DD/YYYY
 From 06/01/2016 | Through 05/31/2017

7. BUDGET PERIOD MM/DD/YYYY | MM/DD/YYYY
 From 06/01/2016 | Through 05/31/2017

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
 Resources and Ecosystems Sustainability, Tourist Opportunities, and
 Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
 Planning Assistance Towards the Preparation of a Multiyear Implementation Plan

9a. GRANTEE NAME AND ADDRESS
 Levy County Board of Commissioners
 355 S Court St
 Bronson, FL 32621-6520

9b. GRANTEE PROJECT DIRECTOR
 Fred Moody
 P.O. Box 310
 Bronson, FL 32621
 Phone: 352-488-5218

10a. GRANTEE AUTHORIZING OFFICIAL
 Fred Moody
 P.O. Box 310
 Bronson, FL 32621
 Phone: 352-488-5218

10b. FEDERAL PROJECT OFFICER
 Mr. John Stutts
 1500 Pennsylvania Ave., N.W.
 Washington, DC 20220-0001
 Phone: 202-622-0239

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	II
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	17,239.62
b. Fringe Benefits	0.00
c. Total Personnel Costs	17,239.62
d. Equipment	0.00
e. Supplies	0.00
f. Travel	2,895.36
g. Construction	0.00
h. Other	0.00
i. Contractual	34,309.00
j. TOTAL DIRECT COSTS	54,443.98
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	54,443.98
m. Federal Share	54,443.98
n. Non-Federal Share	0.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	54,443.98
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	54,443.98
13. Total Federal Funds Awarded to Date for Project Period	54,443.98

14. RECOMMENDED FUTURE SUPPORT <small>(Subject to the availability of funds and satisfactory progress of the project):</small>			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	b
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16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
 b. The grant program regulations.
 c. This award notice including terms and conditions, if any, noted below under REMARKS.
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
 See next page

AUTHORIZING OFFICIAL:

17. OBJ CLASS 410001	18a. VENDOR CODE 1240021	18b. EIN 596000717	19. DUNS 082643511	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. Direct	b. RDCGR150006	c. RDC	d. \$54,443.98	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 04/26/2016
GRANT NO. 1 RDCGR150006-01-00	

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

See next page.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 04/26/2016
GRANT NO. 1 RDCGR150006-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2016	09/30/2016	Semi-Annual	10/30/2016
10/01/2016	03/31/2017	Semi-Annual	04/30/2017
04/01/2017	05/31/2017	Final	08/29/2017

RESTORE Act - SPECIAL AWARD CONDITIONS

- The following Special Award Conditions apply to this award:

Special Condition 1: Prior to Treasury's disbursement of funds for payment of Levy County's contract with Tetra Tech, Inc. (Tetra Tech), Levy County must submit to Treasury signed conflict of interest statements, satisfactory to Treasury, from county employees, officers and agents employed by Levy County as of the date of this award who participated in the selection, award, or administration of the Tetra Tech contract. This condition will be satisfied once Treasury acknowledges receipt and review of all the required conflict of interest statements through a Grant Note in GrantSolutions.gov.

RESTORE Act - FUNDING AUTHORIZATION

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Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to the Award	Amount Authorized for ASAP Account	Notes
\$54,443.98	\$0.00	\$0.00	\$54,443.98	Initial Authorization

AWARD ATTACHMENTS

Levy County Board of Commissioners

1 RDCGR150006-01-00

1. Standard and Program Specific Terms and Conditions_Direct Component
2. Approved Scope of Work

RESTORE ACT
FINANCIAL ASSISTANCE STANDARD TERMS
AND CONDITIONS AND PROGRAM-SPECIFIC
TERMS AND CONDITIONS

U.S. Department of the Treasury

January 2015



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury")
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions")
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions")
4. The approved application, including all documents, certifications, and assurances that are part of the approved application
5. The approved scope of work
6. The approved budget
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions")

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Costs borne by subrecipients and contractors do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

3. Performance Reports

The recipient must submit with each "Performance Progress Report" (SF PPR) (see Section D below) an updated "Milestones Form" (standard format provided by Treasury) with the status of each milestone included in the recipient's approved application (the "Milestones Form"), including the milestone description, estimated completion date (do NOT change this from the original in the application), actual completion date (if applicable), percent complete (if not fully completed), and, if applicable, the reason for any delays.

4. Remedies for Non-compliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, Treasury will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM – *NOT APPLICABLE TO THIS AWARD*

STANDARD TERMS AND CONDITIONS

AWARDS UNDER DIRECT COMPONENT AND AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through E, and any Treasury regulations incorporating these requirements. Subpart F will apply to audits of the recipient's fiscal years beginning on or after December 26, 2014. Until then, the recipient must comply with OMB Circular A-133.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term for Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance; Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing prior to the issuance of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source, without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated during the period of performance must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance. In the remarks section of each SF-425 submitted, the recipient must provide the following information:
 - i. A description of the use of all funds received; and
 - ii. A certification that the recipient maintains written documentation sufficient to demonstrate the accuracy of the information and certifications provided.

The report must be signed by a senior authorized official of the organization or entity receiving grant funds who can legally bind the organization, and who has oversight and authority over the administration and use of the funds in question.

- b. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report") and a "Status of Performance Report" (standard format provided by Treasury) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report which is due 90 days following the end of the period of performance.
- b. The recipient must submit all reports in a. above via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period;
 - 2) Summarize any key accomplishments, including milestones completed for period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the

entity, the value of the agreement, the date of award, and a brief description of the scope of work.

- b) In Section B-2:
 - 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
 - 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.
 - c) In Section B-3:

Summarize any significant findings or events, if applicable.
 - d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program.
 - e) In Section B-5:
 - 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
 - 2) Describe any other activities or relevant information not already provided.
 - f) In Section B-6:

Summarize the activities planned for the next reporting period.
- ii. The recipient must attach to the SF-PPR a completed "Status of Performance Report." On the "Status of Performance Report," the recipient must provide performance information on the metrics selected at the time of application. The recipient must follow the instructions provided with the form.

3. Interim Reporting on Significant Developments

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- b. The recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of OMB Circular A-133 and the Single Audit Act. The requirements of Subpart F of 2 C.F.R. Part 200 supersede the requirements of Circular A-133 for recipient and subrecipient fiscal years beginning on or after December 26, 2014.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* in the same format as the recipient's most recent submission no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from the previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting the states' own funds. All other recipients must expend and account for funds in accordance with state and local laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, Milestones Form, and Status of Performance reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

- d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of non-compliance. When and if an instance of non-compliance cannot be remedied by the recipient, the recipient must promptly report the instance of non-compliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

- b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, Milestones Forms, and Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 3. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
 4. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General,

and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in non-compliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis. If reimbursement is used, Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
2. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
3. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using either the Automated Clearing House (ACH) for next day or future day payments or the Fedwire "Funds" system for same day or immediate need payments. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
4. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
5. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the

recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for direct activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

6. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
7. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
8. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. Unless described in the application and funded in this Award, the subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services);
 - vi. If the approved budget includes funds for both construction and non-construction, any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316, and RESTORE Act requirements concerning the acquisition of land and interests in land at 34 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award, unless authorized by a Special Award Condition.

2. Forms Required for Disposition of Supplies and Equipment

- a. Requirements that are applicable to recipients that are states: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures. If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are

not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

- b. Requirements that are applicable to recipients that are not states: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment acquired under this Award if the current fair market value of the equipment is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the equipment by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.
- b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- c. The recipient must promptly refund any balances of unobligated cash that Treasury paid, unless Treasury has authorized the recipient to retain this cash for use in other projects.
- d. Within 90 days after receipt of reports in paragraph (b) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

- ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NON-COMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.5 above applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis;
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or Status of Performance Report;
 - iii. Requiring additional activity, project, or program monitoring;
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the non-compliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of non-compliance, and indicate the remedy that Treasury proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding non-compliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the non-compliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such

requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 77.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at http://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal

government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards contain these nondiscrimination requirements.

1. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) ("ADA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

Revised ADA Standards for Accessible Design for Construction Awards: The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects;

- f. Any other applicable non-discrimination law(s).

2. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

3. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

4. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that neither a proposed subrecipient, contractor (if the contract is expected to equal or exceed \$25,000) nor its principals appears on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that entity to verify that none of their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), nor principals that these entities engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, nor that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Statutory Provisions

The recipient must comply with the provisions of 31 U.S.C. § 1352, and regulations at 31 C.F.R. Part 21. These provisions generally prohibit the use of federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with this Award, and require the disclosure of the use of non-federal funds for lobbying.

2. Disclosure of Lobbying Activities

The recipient receiving in excess of \$100,000 in federal funding must submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Form SF-LLL must be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

The recipient must include a statement in all subawards, contracts, and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C § 1352. The recipient must further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-federal funds for lobbying. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL must be submitted from subcontractor to contractor, and lower tier subrecipient to subrecipient, until received by the recipient.

The recipient must submit the Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to Treasury within 30 days following the end of the calendar period.

S PROCUREMENT

1. The recipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. Requirements applicable to recipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

- b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including the following federal statutes and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

1. National Historic Preservation Act (16 U.S.C. § 470 et seq.)
2. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.)
3. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. §§ 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §§ 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (41 U.S.C. § 11001 et seq.)
12. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801)
13. Marine Mammal Protection Act (16 U.S.C. § 31)
14. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
15. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, as amended
16. Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended
17. Coral Reef Protection, EO 13089, June 11, 1998
18. Invasive Species, EO 13112, February 3, 1999, as amended

19. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186, January 10, 2001
20. Preparing the United States for the Impacts of Climate Change, EO 13653, November 1, 2013

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities.

- a. The Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements (18 U.S.C. §1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False Claims (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act (31 U.S.C. 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products.

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. Increasing Seat Belt Use in the United States.

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative.

Pursuant to EOs 13555, 13270, and 13532, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website (see <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>).

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
 - iii. Use forced labor in the performance of this Award or subawards under this Award.
 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. part 19.
- b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—*
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. part 19.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282, 31 USC § 6101 note)

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed on <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and
 - ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on

subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, CCR) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

12. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

13. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.13. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment;
 - iii. Upon subaward or contract completion or termination.

14. Foreign Travel

- a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and

flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

15. Export Control

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has

jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

RESTORE Act Direct Component Financial Assistance Application
Department of the Treasury

OMB Approval No. 1505-0250

Directions: Complete one of these forms for EACH proposed activity for which the applicant is requesting Direct Component funds.

GENERAL INFORMATION			
Applicant Name:	Levy County a Political Subdivision of the State of Florida		
Name and Contact Information of the Person to be contacted on matters concerning this application (POC):	POC Name: Tisha Whitehurst POC Title: RESTORE Act/Grant Coordinator POC Email: grants@levycounty.org POC Phone: (352)486-3408		
Activity Number and Proposed Activity Name (from multiyear plan):	Planning assistance for the MYIP		
A. STATUTORY QUESTIONS			
<p>1. Qualifying eligible activity. Please check the primary eligible activity in the first column and then all other eligible activities that apply in the second column by placing an "X" in the column in the row corresponding to the qualifying eligible activity.</p> <p>*This information will assist Treasury when it prepares reports that describe how grantees use Direct Component funds to address their eligible activities.</p>	Select Primary Activity	Select All Others That Apply	Qualifying Eligible Activity
	<input type="checkbox"/>	<input type="checkbox"/>	1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region
	<input type="checkbox"/>	<input type="checkbox"/>	2. Mitigation of damage to fish, wildlife and natural resources
	<input type="checkbox"/>	<input type="checkbox"/>	3. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
	<input type="checkbox"/>	<input type="checkbox"/>	4. Workforce development and job creation
	<input type="checkbox"/>	<input type="checkbox"/>	5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
	<input type="checkbox"/>	<input type="checkbox"/>	6. Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
	<input type="checkbox"/>	<input type="checkbox"/>	7. Coastal flood protection and related infrastructure
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Planning assistance
	<input type="checkbox"/>	<input type="checkbox"/>	9. Promotion of tourism in the Gulf Coast Region, including recreational fishing
	<input type="checkbox"/>	<input type="checkbox"/>	10. Promotion of the consumption of seafood harvested from the Gulf Coast Region

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, RESTORE Act Program, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

<p>2. Was this proposed activity included in any claim for compensation paid out by the Oil Spill Liability Trust Fund after July 6, 2012?</p> <p>If "Yes," this activity is not eligible for a Direct Component grant.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
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<p>3. Location</p> <p>(a) Please provide the actual address for the activity (street address, municipality(ies), county/parish, state, zip code). (If there is no street number, provide the nearest intersection or note boundaries on provided map.) If there is more than one location for the activity, attach a list of the additional locations (street address, municipality(ies), county/parish, state, zip code).</p>	<p>Street address: P. O. Box 310</p> <p>Municipality(ies): Bronson</p> <p>County/parish: LEVY</p> <p>State: FLorida</p> <p>Zip code: 32621</p>
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(b) Applicants must demonstrate that the proposed activity will be carried out in the Gulf Coast Region. An activity is carried out in the Gulf Coast Region when, in the reasonable judgment of the entity applying to Treasury for a grant, each severable part of the activity is primarily designed to restore or protect that geographic area. [Directions: Please describe how the proposed activity will be carried out in the Gulf Coast Region. Please limit the response to no more than two pages. In addition, applicant must attach a map that includes the location that the activity is primarily designed to restore or protect.]

Levy County is located in the Gulf Coast Region. All of the possible projects are located in Levy County or the Gulf Coast Region of Levy County.

B. DISCUSSION OF SPECIFIC ACTIVITY
IF APPLICABLE, PLEASE FOLLOW SPECIFIC DIRECTIONS FOR NON-FEDERAL SHARE OF ANOTHER FEDERALLY FUNDED ACTIVITY and ACTIVITIES APPROVED PRIOR TO JULY 6, 2012 in the application guidance

<p>4. Proposed Activity Description</p> <p>[Directions: Describe the scope of work for the proposed activity. Please limit the response to no more than 5 pages. If the applicant is proposing a program, rather than a project or activity, the applicant must provide specific tasks regarding the program's activities and operations. The applicant must specify whether all program activities will be carried out by the program personnel described in B7. If not, the applicant must specify whether the program will require contracts or subawards to accomplish the proposed scope of work. If using contracts, the applicant must provide details in B3. If subawards, the applicant must provide details in B4. The applicant should contact RESTOREAct@treasury.gov for further guidance prior to combining several small projects or activities into a single program. Treasury will require programmatic reporting on all subawards, and will require the applicant to apply the relevant provisions of the Terms and Conditions to every subrecipient (subawardee).]</p> <p style="text-align: center;">Please see attached response</p>

4. Budget Justification (OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 78 Fed. Reg. 78,590 (December 26, 2013), Subpart E, Cost Principles)

[Directions: Explain how the overall budget supports the proposed scope of work. Provide specific justification for all that apply:

- personnel and fringe (see B7 Key Personnel);
- travel including the number of trips and estimated cost per trip;
- all equipment greater than \$5,000;
- supplies including a list of major types of supplies;
- contractual costs;
- construction costs; and
- administrative costs not to exceed 3% of the total award amount (attach a copy of the negotiated indirect cost agreement, if applicable).

If other federal or non-federal funds will be used to complete the activity, provide an explanation and total funds by type:

- other RESTORE Act funds,
- other federal funds,
- other state or local funds,
- other private funds.]

Please see attached response

5. The Applicant's Selection and Oversight of Contractors, if applicable

[Directions: Indicate if the applicant plans to contract out any work proposed in this application. If so, describe the applicant's contracting strategy, schedule, and plan to effectively monitor and manage contractor performance, by addressing ALL of the following:

- The nature of the work to be contracted out, and the expected number of contracts to be awarded;
- The applicant's written procurement procedures, the extent to which these comply with procurement standards applying to federal grants, including requirements for competitive selection and cost analysis;
- The applicant's written conflicts of interest/standards of conduct policy;
- The applicant's non-discrimination policy;
- The expected timeline for issuing an RFP and making contract awards;
- The applicant's plan for monitoring contractor performance and compliance with applicable contract provisions; and
- If a contractor already has been selected, provide the name and DUNS number of the contractor.]

Please see attached response

6. The Applicant's Selection and Oversight of Subrecipients and Inclusion of Special Provisions relating to Subawards, if applicable

[Directions: Indicate if the applicant plans to issue subawards for activities proposed in this application. If so, the applicant must provide ALL of the following:

- A narrative of how they selected or they plan to select any subrecipient, if applicable;
- The means by which the applicant will assess each subrecipient's level of risk and monitor each subrecipient's progress, including any required reports; and
- If a subrecipient already has been selected, provide the name and DUNS number of the subrecipient. Treasury will require programmatic reporting on all subawards, and will require the applicant to apply the relevant provisions of the Terms and Conditions to every subrecipient.]

N/A

5. Public Input for this Proposed Activity

[Directions: This question provides an opportunity for the applicant to elaborate on its brief discussion of public input regarding this activity in the multiyear plan narrative. Please include additional information regarding public input specific to this activity if applicable.]

N/A

6. Best Available Science

[Directions: Only answer this question if the proposed activity is designed to protect or restore natural resources (may apply to any of the eligible activities in Sec 34.201 of the regulations if the activity will protect or restore natural resources). If the activity is not designed to protect or restore natural resources, simply indicate 'Not Applicable.' Please limit the answer to no more than 5 pages.]

The RESTORE Act requires activities designed to protect or restore natural resources to be based on the 'best available science,' which is defined in the Act as science that '(a) maximizes the quality, objectivity, and integrity of information, including statistical information; (b) uses peer-reviewed and publicly available data, and (c) clearly documents risks and uncertainties in the scientific basis for such projects.'

The applicant proposing an activity designed to protect or restore natural resources must explain their determination that the project is based on the 'best available science.' In addressing the three-pronged test for 'best available science, the applicant must cite peer-reviewed, objective, methodologically sound literature sources that support the conclusion that the proposed scope of work is an effective way to achieve the stated objectives, when available.

For each literature source cited, the applicant must provide sufficient citations including:

- The title
- The journal in which the literature source appeared, if applicable
- The publication date
- The author(s)

The applicant must provide:

- A summary of the peer-reviewed information that justifies the proposed objectives, including methods used for the proposed activity. If peer-reviewed literature sources are unavailable, the applicant must explicitly state this and provide a brief explanation of what alternative scientific information sources were used. If the applicant relied on publicly available data, the applicant must cite the source of the data, the date of collection, and the size of the data set. Whenever possible, the applicant should use publicly available data such as from the U.S. Census Bureau, U.S. Fish and Wildlife Service, Environmental Protection Agency, National Oceanic and Atmospheric Administration, and other federal agencies. The applicant must provide a link to the publicly available data source used.)
- A summary of the literature sources' conclusions and any uncertainties or risks in the scientific basis that would apply to the proposed activity, including any that were identified by the public or by a Gulf Coast Ecosystem Restoration Council member.
- A summary of how, if the information supporting the proposed activity does not directly pertain to the Gulf Coast Region, the applicant's methods reasonably support and are adaptable to that geographic area.
- A summary of an evaluation of uncertainties and risks in achieving the project's best available science objectives over the longer term; e.g., is there an uncertainty or risk that in 5-10 years the project/program will be obsolete or not function as planned given projections of sea level rise or other environmental change such as in freshwater inflows to estuaries?

N/A

7. Key personnel

[Directions: Identify key applicant staff who will undertake and complete the activities. Specify the position titles, duties, and responsibilities of each key individual.]

Tisha Whitehurst-RESTORE Act Coordinator: complete grant application and serve as POC for RESTORE Act;
 Fred Moody-County Coordinator: review and approve grant application; serve as authorizing official
 Anne Brown-County Attorney: review and advise county staff and assist with the grant application
 Sheila Rees-Clerk of Finance: assist with the finance portion of the grant application

8. Consistency with the Applicant's Multiyear Implementation Plan

[Directions: Discuss how the proposed activity is consistent with the applicant's multiyear plan on file with Treasury, including the specific objectives and outcomes applicant will use to evaluate the activity. The specific objectives will be included in the periodically submitted *Status of Performance Report*.]

N/A

9. Possible Material Risks to Implement and Maintain the Proposed Activity

[Directions: Please list the possible material risks, e.g., operational, legal, regulatory, budgetary or ecological risks, with a brief discussion of mitigation strategies that the applicant may need to address in order to implement and/or maintain the proposed activity.]

Levy County is not aware of any risks associated with the RESTORE Act projects or application.

Risk	Mitigation Strategy

10. Title Issues, Land Acquisition, and Permits

[Directions: Answer the following items concerning land acquisition, construction, and permits.]

a. Permits
 Does the proposed activity require any federal, state, or local permits? For potential federal permits needed, see: <http://www.permits.performance.gov/permit-inventory>

Yes No

If yes, list local, state, tribal, or federal permits required for this project and the status of the permits:
 [If the permits have not been obtained, and the applicant is seeking the permits, work may not begin or land may not be purchased until the permits have been issued and received by the applicant.]

b. Land acquisition activities

Will land or interest in land be acquired? Yes No If yes, answer questions i-vii:

i. What are the legal rights that will be acquired?

Fee title Easement Other (please explain)

ii. If an easement, what is the life of the document?

iii. What entity will hold title to the land?

iv. What is the total acreage of the proposed property to be acquired (easement or fee title)?

v. Has the applicant obtained a recent, independent appraisal of the property? Yes No
If yes, attach a copy of the appraisal.

vi. Has the applicant obtained a title opinion or certificate? Yes No
If yes, attach a copy of the title opinion or certificate.

vii. Attach a signed statement from the seller(s) that he/she is a willing seller and has not been coerced into selling or conveying the property interest.

c. Relocation Assistance

Will the proposed project cause the displacement of any persons, businesses, or farm operations? Yes No

If yes, explain: the number of displaced persons, including businesses and farm operations; what fair and reasonable relocation payments and advisory services will be provided to any displaced persons; and what provisions will be made to ensure that safe, decent, and sanitary replacement dwellings will be available to such persons within a reasonable period of time prior to displacement.

Direct Component Financial Assistance Application

Explanation and Description of B1-B3

B1.)

Levy County has not incurred any cost to date and has not begun to work on any projects. Levy County will begin to work on the MYIP once the planning assistance grant has been awarded. The scope of work will be complete within one year of award.

Levy County is completing the Direct Component Financial Assistance Application in order to write the Multiyear Implementation Plan (MYIP). Levy County staff (Grant Coordinator, County Coordinator or Assistant County Coordinator, County Attorney and staff, and Clerk Finance Department) and Tetra Tech will work together to create the MYIP. The staff and Tetra Tech will work together with the RESTORE Act committee to select the project(s) for the MYIP. This will include the scoring, ranking, and selection of the submitted projects. This group will also work together to keep the RESTORE Act website updated for public comment as well.

Levy County is a small county with limited funds to spend on reviving the economy, as well as trying to increase tourism to our area. The Financial Assistance Application funds will allow Levy County to have an opportunity to restore the environment, create jobs, increase tourism, and revive the economy. The MYIP is a vital piece to the RESTORE Act committee and the staff of Levy County. We would like the opportunity to complete the MYIP with the funds available for financial assistance, without these funds it will be extremely difficult to properly complete the MYIP and application. The RESTORE Act along with the mission of the RESTORE Act and the Gulf Coast Consortium are important to Levy County citizens. We have many projects that would be excellent RESTORE Act projects, but because of limited funds we are working to select a project (possibly more than one) from the submissions.

We have also attached the Scope of Services from Tetra Tech. This scope better explains the process the Levy County will adopt to complete the MYIP with the Direct Component Financial Assistance from the Department of Treasury. We would like to begin the process on as soon as the grant is awarded to Levy County, and expect it to be complete within 1 year if not sooner. The RESTORE Act committee will continue to work together to select a project(s) for the RESTORE Act funds. The RESTORE Act committee meets once a month to review items on the agenda such as scoring, ranking, and project selection. This process has been on going, and is not complete. The RESTORE Act committee plans to rank and finish scoring the projects in the coming months (these dates are estimates based on the on the planning assistance funding and the time in which Tetra Tech can begin services). The Board of County Commissioners will accept Tetra Tech's services in October 2015. Work will then begin on the MYIP upon the grant award. This will include best available science, scores, project elimination, and project selection.

Levy County will not require assistance from Tetra Tech passed the 3 months indicated in the scope of services. Levy County will continue any work on the MYIP with the county staff (grant coordinator, county attorney, county coordinator, assistant county coordinator, and RESTORE Act committee).

B2.)

Levy County only employs one individual as the Grant Coordinator. The Grant Coordinator will be the individual that will work to complete the RESTORE Act services for Levy County with the RESTORE Act committee and Tetra Tech. Levy County will be asking for half of the Grant Coordinator's salary for up to one year (or less depending on the period of time to complete the grant application) The 2016/2017 salary for the Grant Coordinator is \$34,479.25 ($\$34,479.25 \times .50\% = \$17,239.625$). During this time the Grant Coordinator will be responsible for completing all of the necessary forms and reports for Treasury as well as the county per county policy. The GC will also be responsible for working with the RESTORE Act Committee and Tetra Tech. Levy County will also need to provide travel expenses to the RESTORE Act committee members and the Grant Coordinator (\$21,404.81). The travel expenses are based on the distance each of the 9 committee members travels to attend the monthly meeting, it also includes up to 12 trainings/meetings for the Grant Coordinator to attend. The contract with Tetra Tech is the final expense (\$34,309). This funds will be used to create the MYIP. Levy County has deemed these funds are necessary and will be able to complete the work based on the assistance amount. Levy County will comply with the 2 CFR 200.430 and 2 CFR 200.043 (i) while working on the MYIP and all grant awards.

B3.)

Levy County has contracted with Tetra Tech to create, write, and assist in the implementation of the MYIP. The contracts and additional information need to support this are attached in the GrantSolutions application. Levy County followed the method of procurement as defined at 2 CFR 200.320: (c) Procurement by sealed bid (formal advertising).

Levy County follows the Florida Statute 287.055 for the procurement standards (see below for a copy of the policy, the policy can also be located in the additional uploads section of the grant application). Levy County used the Sealed Bid procurement method to obtain Tetra Tech's services. Levy County has a Grant Procedures Handbook that is attached in the GrantSolutions. The Grant Procedure Handbook details the policy and procedures used by all Levy County staff to monitor the contracting agencies, such as Tetra Tech. The Levy County Finance Department, County Attorney, and the BOCC routinely monitor of all contracts and grant applications. Levy County will continue to follow all of the monitoring procedures that have been adopted by the Levy County Board of County Commissioners. These procedures were adopted by the BOCC as a result of the Florida Statute cited below.

The DUNS number for Tetra Tech: 80-121-5968.

The 2015 Florida Statutes

Title XIX
PUBLIC
BUSINESS

Chapter 287
PROCUREMENT OF PERSONAL
PROPERTY AND SERVICES

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definition:

procedures; contingent fees prohibited; penalties.

(1) **SHORT TITLE.**—This section shall be known as the “Consultants’ Competitive Negotiation Act.”

(2) **DEFINITIONS.**—For purposes of this section:

(a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, registered surveying and mapping, as defined by the laws of the state, or performed by any architect, professional engineer, landscape architect, registered surveyor and mapper in connection with his or her professional employment or practice.

(b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss.

(c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

(3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency

firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with a time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A “design-build firm” means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice architecture; or certified under s. 481.319 to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposals or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or

landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed under contract to the agency for the providing of professional architectural services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate arms length discussions and conferences to reach an agreement on a term price. For purposes of this section, the term does not include presentation flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.

planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017

valid public emergencies certified by the agency head. The public notice include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority

Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require presentations by, no fewer than three firms regarding their qualifications approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time budget requirements; location; recent, current, and projected workloads; and the volume of work previously awarded to each firm by the agency with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.09451 FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.09451 TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or lump-sum-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing agreement with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the category of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services shall contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable)

warrants that he or she has not employed or retained any company or person other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) any fee, commission, percentage, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a court of competent authority, be found guilty of a first degree misdemeanor punishable as provided in s. 775.082.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty

first degree misdemeanor, punishable as provided in s.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—

Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is so and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such project intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional services contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency may award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of a design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design

criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s.

Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract when the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the completion of the project construction with the design criteria package by the design

criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section to chapter 75-281, Laws of Florida, is intended to supersede the provisions of sections 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 25, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-148; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

Budget Request- Updates 3/29/2016	
Personnel:	\$ 17,239.62
Fringe Benefits:	\$ -
Travel:	\$ 2,895.36
Equipment:	\$ -
Supplies:	\$ -
Contractual:	\$ 34,309.00
Construction:	\$ -
Other:	\$ -
Total Direct Charges:	\$ 54,443.98

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:
June 7, 2016

3. REQUESTED MOTION/ACTION

- A) BOARD APPROVAL TO NOT RENEW AGREEMENT WITH CODERED EMERGENCY NOTIFICATION SYSTEM AND ENTER INTO AN AGREEMENT WITH STATE OF FLORIDA. EMERGENCY NOTIFICATION SYSTEM KNOWN AS ALERT FLORIDA EMERGENCY NOTIFICATION SYSTEM.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No IF NO, STATE ACTION REQUIRED

BUDGET ACTION: THIS ITEM WILL REPLACE THE CURRENT SYSTEM WE USE NOW

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL _____ DATE

BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

CODERED COSTS THE COUNTY \$7600.00 WITH LIMITED AMOUNT OF MINUTES. THE STATE OF FLORIDA EMERGENCY NOTIFICATION SYSTEM IS FREE OF CHARGE TO THE COUNTY WITH UNLIMITED MINUTES AND USAGE. THIS WILL ALLOW US TO UTILIZE OUR FUNDING IN OTHER AREAS TO SERVE THE PUBLIC WITH DISASTERS AND STILL MAINTAIN AN EMERGENCY NOTIFICATION SYSTEM.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input type="checkbox"/> NO				

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the Levy County Board of County Commissioners (hereinafter referred to as the "County").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S.), requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions;

WHEREAS the Division has executed contract DEM-16-PG-E4-13-00-22-379 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature;

WHEREAS Section 252.38 F.S. establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state, and;

WHEREAS the County desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38 F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. TERM OF AGREEMENT

This agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to section 287.057(14) F.S. who will enforce the performance of the contract

- of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the County's steady-state operational posture;
- c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by a disaster;
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;
 - e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;
 - f. Automated weather warnings provided by the National Weather Service;
 - g. Notification and recall of County employees, contractors, and other response partners that support the activation of the County's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;
 - h. Non-Weather Messages (NWMs) that the County is authorized to broadcast via their IPAWS Alerting Authority including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.
- V. Acknowledges that access to the Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:
- a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA), and;
 - b. Registering with the National Weather Service for access to HazCollect.
- VI. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.

4. TERMINATION OF AGREEMENT

The parties may terminate this Agreement at any time upon thirty days' written notice to the points of contact specified herein.

5. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, F.S. Nothing herein shall be construed as consent by either party to be used by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions

B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF EMERGENCY
MANAGEMENT**

**LEVY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
Bryan Koon, Director

By: _____
John Meeks, Chair

Date

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Contract Number: 16-PG-E4-13-00-22-379

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge, Inc., a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. For the purposes of this Agreement, the term "Division" includes the Florida Division of Emergency Management ("DEM") as well as the Florida State Emergency Response Team ("SERT"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. In order of precedence, the parties agree to remain bound by the following:
 - 1) The express terms of this Agreement, minus Exhibits;
 - 2) State of Florida PUR 1000 General Contract Conditions;
 - 3) Exhibit A "Scope of Work";
 - 4) Exhibit B "Price Sheet";
 - 5) Exhibit C "Method of Compensation";
 - 6) Exhibit D "Federal Funding Terms and Conditions";
 - 7) Exhibit E "Core Platform Agreement"; and, then
 - 8) Exhibit F "Acceptable Use Policy."

2. TERM

- A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2016. If agreed upon by both parties in writing, this Agreement may be renewed subject to the renewal year prices established in Exhibit B. No renewal period shall exceed 12 months, and this Agreement shall not be renewed more than three times. When combined, the three renewal periods shall not exceed 36 months.
- B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in Exhibit "C".
- B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.
- E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.
- F. No payment requirements shall start until a properly completed invoice is provided to the Division, inspected, and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.
- H. The Contractors providing goods and services to the Division should be aware of the following time frames:
- 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399.** The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

A. **INDEMNITY.** Subject to Section 5.2 of the Core Platform Agreement (Exhibit "E"), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the action or inaction of Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the

D. **LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

E. **WORKERS COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. **COMPLIANCE WITH LAWS:**

A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>.

C. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

- I. A person or affiliate who has been placed on the convicted Contractor 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 Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.
- J. 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 service 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- K. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- L. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- M. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.

Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.

D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur during performance of the Agreement. As provided in Section 3.3 of the Core Platform Agreement, the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

A. **SUSPENSION.** The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.

B. **TERMINATION FOR CONVENIENCE.** The Division, by written notice to Everbridge, may terminate the contract in whole or in part when the Division determines in its sole discretion that it is in the State's interest to do so. The contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The contractor shall not be entitled to recover any cancellation charges or lost profits. If

- 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.
- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.
- E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor 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 the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'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 the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs,

necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

C. **CONVICTED AND DISCRIMINATORY VENDORS.** In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.

D. **WARRANTY TO PERFORM.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

E. **ASSIGNMENT.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division; provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.

F. **SUBCONTRACTS.** The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

with section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

- B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.
- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.
- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.
- H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law

- 2) The contractor must 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 into.
- 3) This certification is a material representation of fact relied upon by the Division. 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 the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

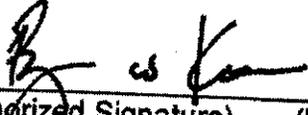
C. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

DIVISION OF EMERGENCY MANAGEMENT

By:  3/11/2016
 (Authorized Signature) (Date)

By:  3/11/2016
 (Authorized Signature) (Date)

JAMES W. EWERTSON
 (Print/Type Name)

Bryan W Koon
 (Print/Type Name)

Title: CEO

Title: Director

Federal Tax ID# 26-2919312

the state's population (both permanent and transient) to the threat posed by an imminent or sudden emergency.

Although some political subdivisions within the State do possess emergency notification and alert systems, significant gaps nonetheless exist that inhibit FDEM's ability to warn significant segments of the population. These gaps include funding, coverage, interoperability, capacity, as well as socioeconomic and cultural gaps.

- Some political subdivisions currently do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not receive adequate or effective warnings about imminent or sudden emergencies.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Not all of the political subdivisions who have a communication system use the same system; consequently, **interoperability gaps** can hinder effective communications.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement, the Contractor shall provide the Division with a system that closes that communication gap by providing an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that currently inhibit FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies. Under this Agreement, the Division will maintain account control over the system and political subdivisions will serve as administrators of the system and primary originators of messages.

The system shall have the following levels of access by definition:

System Administrator: Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.

Jurisdiction Administrator: Primary user for the jurisdiction, able to create and manage message originator accounts and recipient contact data sources within the

speech must be reviewable as part of message origination workflow before message transmission.

- 12) The system shall allow for web-based access for recipients to a jurisdiction-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information.
- 13) System shall allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. The system will only require the public to enter one selection for the record to be effective. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action.
- 14) System shall allow jurisdiction administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- 15) The system shall have the ability for recipients to identify a preferred language.
- 16) The system shall allow citizens to register a minimum of two (2) location points in their recipient profile (example: home, school, work). The system shall provide all of the following methods for recipients to register with it:
 - i) System shall automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile.
 - ii) System shall provide the ability for recipients to manually input latitude/longitude or decimal degree.
 - iii) System shall provide the ability for recipients to access a graphical user interface where they can view their location on a map and select point.
- 17) System shall be able to support a minimum of 2 telephone numbers, 2 SMS numbers, and 2 email addresses per recipient.
- 18) The system shall adhere to the "Common Alerting Protocol" standard specified by FEMA via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.
- 19) System shall support automatically adding and removing recipients at the jurisdiction-level from static and dynamic groups without vendor assistance.
- 20) System shall have the inherit capability to immediately import and export recipient group and sub-group data.
- 21) System shall be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.

4. Minimum Geographical Information System Requirements

The System shall include the following, minimum GIS requirements:

- 1) System shall offer GIS functionality of administrator drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction administrators shall be able to choose to use the system's GIS functionality or to import local GIS layers.
- 2) System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- 3) System shall allow for a search of the recipient database using any of the fields contained in the database.
- 4) System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.

- 9) System shall allow outgoing notification messages to contain photo, video, audio attachments and links.
- 10) System shall be Americans with Disabilities Act (ADA) compliant to include TDD/TTY capability.
- 11) System shall provide online real time reports detailing success, failure and reason for failure. These reports shall be customizable per jurisdiction administrator.
- 12) The system shall be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- 13) The system shall allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific area codes and prefixes so as to not overwhelm a telephone exchange for a given area.

6. Minimum Security Requirements

The System shall include the following, minimum security requirements:

- 1) System shall require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - i) Minimum 8 characters
 - ii) Maximum 15 characters
 - iii) Allow for upper and lower case letters
 - iv) Allow for numeric and common symbols (i.e. !@#%&*^)
- 2) System shall not allow trivial passwords for login (i.e. username, person's name, people, places, keyboard patterns like "qwerty", dates, or dictionary words).
- 3) System shall encrypt data at rest and in transit.
- 4) System shall create an auditable event log for all account actions to be accessible by system administrator.
- 5) System data centers shall reside in the United States.

7. Minimum Support Requirements

The System shall include the following, minimum support requirements:

- 1) The vendor shall provide 24-hour Helpdesk assistance to support the application's users at all levels, reachable by telephone or email, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY.
- 2) The vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction administrators if connectivity with the system is lost.
- 3) The vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- 4) The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (i.e. screen-within-a-screen). Training for system use must be web-based.
- 5) The system must have 24-7 technical support available to customer via phone and Internet support.
- 6) The annual maintenance agreement will include vendor maintenance, and support shall include all applicable patches released including for any 3rd party system components.

and social media (at a minimum Facebook and Twitter). The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a Tweet), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

- C. Enhance the system by providing administrators with at least one webinar training opportunity a month.
- D. Conduct at least one jurisdiction-level emergency, mass notification test using telephone, SMS, and email data.

**EXHIBIT C
METHOD OF COMPENSATION**

PURPOSE:

This Exhibit defines the limits of compensation to be made to the Contractor for the services and commodities set forth in Exhibit "A" and the method by which payments shall be made.

COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the contractor shall be paid a Total Contract Amount of \$1,500,000.

PAYMENTS:

The Contractor shall submit three invoices (3 copies of each) as detailed in this Method of Compensation (Exhibit "C") in a format acceptable to the Division.

Invoices shall be submitted to and approved by:

Florida Division of Emergency Management
Brian Misner
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

DETAILS OF COST AND FEES:

Details of the Contractor's fee amounts for these services are listed in Exhibit "B," the Vendor Price Sheet, and have been pro-rated for the actual period of performance.

INVOICE	DELIVERABLE	INVOICE AMOUNT
#1	The successful completion of Task #1	\$1,000,000
#2	The successful completion of Task #2 by May 1, 2016	\$250,000
#3	The successful completion of Task #3 by June 15, 2016	\$250,000

FINANCIAL CONSEQUENCES:

For task 1, the Contractor shall reimburse the Division \$100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, other than for reasons outside of the Contractor's control or as otherwise described in Section 9.E, after an initial grace period of fifteen (15) minutes and up to a maximum of \$10,000 per occurrence.

For task 2, payment will be reduced by 1% for each day commencing on the fifteenth (15th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 2 payment. For task 3, payment will be reduced by 1% for each day commencing on the fifth (5th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 3 payment.

**EXHIBIT D
FEDERAL FUNDING TERMS AND CONDITIONS**

Since this Agreement involves the use of funds under a Federal award, the Contractor agrees to comply with 2 CFR Part 200, as applicable, to include Appendix II as quoted below:

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Required Terms

- 1) **Contract breach** – see paragraphs 8 and 9 of this Agreement.
- 2) **Termination for cause and convenience** – see paragraphs 8.C and 8.B of this Agreement, respectively.
- 3) **Equal Employment Opportunity** – N/A because this Agreement does not involve construction.
- 4) **Davis-Bacon Act** – N/A because this Agreement does not involve construction.
- 5) **Copeland Anti-Kickback Act** – N/A because this Agreement does not involve construction.
- 6) **Contract Work Hours and Safety Standards Act** – N/A because this Agreement does not involve the employment of mechanics or laborers.
- 7) **Rights to Inventions Made under a Contract or Agreement** – see paragraph 7 of this Agreement.
- 8) **Clean Air Act and the Federal Water Pollution Control Act** – see paragraph 15.A of this Agreement.
- 9) **Debarment and Suspension** – see paragraph 15.B of this Agreement.
- 10) **Byrd Anti-Lobbying Amendment** – see paragraph 15.C of this Agreement.
- 11) **Recovered Materials** – N/A because this Agreement does not involve recovered materials.

Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Contractor and its respective licensors, and Division hereby assigns any such rights to Contractor. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to Division hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Division, provided that, in each case, no Division Data or Division Confidential Information is disclosed thereby.

4. CONFIDENTIAL INFORMATION.

4.1 Definition; Protection. As used herein, "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Division Data, all Contractor technology, and either party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser; (iii) was independently developed by Recipient without breach of any obligation owed to Discloser; or (iv) is received from a third party without breach of any obligation owed to Discloser. Recipient shall not disclose or use any Confidential Information of Discloser for any purpose other than performance or enforcement of the Agreement without Discloser's prior written consent. If Recipient is compelled by law to disclose Confidential Information of Discloser, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Recipient shall protect the confidentiality of Discloser's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Recipient shall retain Confidential Information in accordance with its standard records and data retention policies. Recipient shall promptly notify Discloser if it becomes aware of any breach of confidentiality of Discloser's Confidential Information.

4.2 Upon Termination. Upon any termination of the Agreement, Recipient shall continue to maintain the confidentiality of Discloser's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of the Agreement.

5. WARRANTIES; DISCLAIMER.

5.1 Contractor Warranty. Contractor shall provide the Solutions in material compliance with the functionality and

specifications set forth on the relevant Solution system inclusion sheet. Contractor shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.2 Disclaimer. NEITHER CONTRACTOR NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3 SMS Transmission. DIVISION ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. DIVISION FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

6. MISCELLANEOUS.

6.1 Non-Solicitation. As additional protection for Contractor's proprietary information, for so long as the Agreement remains in effect, and for one year thereafter, Division agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Contractor; provided, that a general solicitation to the public for employment is not prohibited under this section.

6.2 Limitations. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Division acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Contractor shall have no liability to the extent such restrictions impede the Solution.

6.3 Notices. All legal notices shall be delivered as set forth in the Agreement. Contractor may provide all other notices to Division's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

Exhibit "F"
Everbridge Acceptable Use Policy

Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy ("AUP") as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the "Service(s)") by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

6/7/16

3. REQUESTED MOTION/ACTION:

Request approval to purchase Mack 2017 Lowboy from Nextran.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ If No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes__ No__ BUDGET OFFICER APPROVAL ____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting permission to purchase a Mack 2017 Lowboy truck from Nextran for \$121,350.09 on state contract.
(The \$14.50 disposal fee is a State of Florida required fee for tires and battery)

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes__ No	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Nextran Truck Center - Lake City
 328 SW Ring Ct.
 Lake City, FL 32025

386-754-8822 Phone
 386-754-8925 Sales Dept. Fax



Sold to:

LEVY COUNTY COMMISSIONERS
355 SOUTH CT. ST
BRONSON, FL 32621

Invoice:

PO:

Date: 5/18/2016

Salesman: BRYAN SAPP
 Terms: PAYABLE UPON RECEIPT

Make	Year	Model		Serial No.	Amount
MACK	2017	CHU	NEW	1M1AN07Y7HM026035	\$ 116,235.59
				Extended Warranty	\$ 5,100.00

Complete truck spec provided
 Pricing base on FL Sheriffs Bid, documents included

Our Service Manager is: Phillip
 Our Parts Manager is: Kenneth

Feel free to call either should you need any assistance!

Signature: _____



Tag and Title Fees are not included

Customer Copy

Selling Price: \$ 121,335.59
 Federal Excise Tax: \$ -
 Sub Total: \$ 121,335.59
 LESS Trade-in: \$ -
 Net Price Difference: \$ -
 Disposal Fee: \$ 14.50
 Discretionary Tax: \$ -
 Sales Tax: \$ -
 TOTAL
 Due on Trade: \$ -
 Total Price: \$ 121,350.09
 Deposit Due: \$ -
 Balance: \$ 121,350.09



Prepared For:

Singletonary

Presented By:

Nextran Truck Center, Lake City
 328 Ring Court
 Lake City, Florida 32025
 (386) 754-8822
 rjudkins@nextrancorp.com

Apr 26, 2016
 2017 CHU613
 Ref#: AIBY005417A

Pid Code	Description	
ORDER/CUSTOMER/VEHICLE INFORMATION		
5050011	INITIAL REGISTRATION LOCATION, UNITED STATES, FLORIDA	
5340001	LANGUAGE, ENGLISH	Opt
CIR0003	IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08	Std
0130001	TYPE OF SERVICE, COMMERCIAL	Std
APP0001	VEHICLE APPLICATION CLASS, ON-HIGHWAY CLASS "A" - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 8% grade. No operation on unmaintained surfaces. (3 AXLES) 64,000 lbs (29,030 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.	Opt
CAR0090	CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 8% grade maintained gravel/packed dirt or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-Canada - H1)	Opt
0010001	VEHICLE TYPE, TRACTOR FOR 5TH WHEEL	
0051790	VEHICLE USE AND BODY/TRAILER TYPE, DUMP TRAILER On Hwy	Std
GCW0080	80000# (36287 kg) GCW RATING	Opt
6450250	BRAKE - STOPPING DISTANCE, BRAKE REGULATION, STOPPING DISTANCE 76M (250FT)	Std
FIL0005	FILE STATUS, SOLD ORDER	
PB1017A	PRICE BOOK LEVEL, 2017A PRICE BOOK LEVEL	Std
10028	PRODUCT CLASS, PRODUCT CLASS 28	Opt
OPERATING CONDITIONS		
M390001	TOPOGRAPHY, GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%	Opt
APC0001	TRANSPORTATION CYCLE, LONG HAUL	Opt
M440010	ROAD CONDITION, WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	Opt
M400001	AMBIENT TEMPERATURE UPPER LIMIT, AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	Opt
BVS/FRT AXLE POS/SALES PACKAGES		
0021402	CHASSIS (BASE MODEL), CHU603 6-WHEEL TRACTOR	Std
ENGINE/TRANSMISSION/CLUTCH		
M170001	ECONODYNE GEAR SELECTION STRATEGY, GEAR SELECTION TUNING, BASIC	Std
1001655	ENGINE, ENGINE - BASIC GEAR SELECTION, MACK MP8-445C 445 HP @1400-1700 RPM (PEAK) 1760 LB FT. MAX TORQUE @ 1100-1300 RPM	Opt
1362174	TRANSMISSION, 10 SPEED MANUAL (OVERDRIVE), FULLER FRO-18210C (12.94/0.74)	Opt
1335602	CLUTCH, SELF ADJUSTING, CL39DC14 EATON ADVANTAGE SOLO 9-SPRING, 2-PLATE, 15.5" CERAMIC CLUTCH, 4 PADDLES, AUTO ADJ	Opt
EXHAUST/EMISSIONS		
DPF0103	DPF, CLEARTECH HHS DPF RH SIDE UNDER CAB W/SCR FRAME MTD RH SIDE	Std
EAS0102	EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM CERAMIC PASSIVE REGEN	Std
1305011	EXHAUST, DPF, OUTBOARD, DUAL VERTICAL STRAIGHT EXHAUST STACK TURNED OUT END	Opt
0100004	DUAL, BRIGHT FINISH HEAT SHIELDS, STACKS AND SCR COVER	Opt
P000005	FURNISH BRIGHT FINISH STAINLESS STEEL HEAT SHIELD FOR FRAME MTD MACK CAP DPF	Opt
ENGINE EQUIPMENT		
1134100	AIR COMPRESSOR, MERITOR/WABCO 318 18.7 CFM	Std
1321228	ALTERNATOR, DELCO 12V 130A (24SI) BRUSH-TYPE	Std

Pid Code	Description	
3165105	BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE W/KALAS CABLES	Std
1219001	BUG SCREEN, BLACK ALUMINUM MOUNTED BEHIND GRILLE	Opt
1190004	TO -34 DEGREES F (-37 DEGREES C)	Std
1230011	MACK COOLANT CONDITIONER	Std
2320000	EMERGENCY ENGINE STOP, WITHOUT EMERGENCY STOP	Std
1100800	ENGINE BRAKE, MACK POWERLEASH	Std
1180026	FAN DRIVE, BEHR FAN WITH BEHR ELECTRONICALLY MODULATED FAN DRIVE	Std
2930001	FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)	Std
1240003	HOSES - RADIATOR/HEATER, MACK BRAND EPDM RADIATOR & HEATER HOSES	Std
0970000	OIL PAN, OIL PAN	Std
4310000	OIL PAN HEATER, W/O OIL PAN HEATER	Std
4210000		
1311215	STARTER, 12 VOLT DELCO MTHD 39	Std
4191001	TETHER DEVICE, FURNISH CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK	Std
M180000	LOADSENSE, W/O LOADSENSE TORQUE LIMITATION	Std
	TRANSMISSION EQUIPMENT/DRIVELINES	
4630002	CLUTCH ASSIST (AIR), MECHANICAL CABLE	Opt
3350001	CLUTCH PEDAL, OPEN GRATED TYPE	Opt
8260000	mDRIVE - PARKER PUMP, W/O PARKER PUMP	Std
M050000	TRANSMISSION SHIFT SETTINGS, W/O TRANSMISSION SHIFT SETTINGS	Opt
M190000	TRANSMISSION PTO1 SPLITTER RANGE, W/O PTO1 FOR SPLITTER RANGE	Opt
10000	TRANSMISSION PTO2 SPLITTER RANGE, W/O PTO2 SPLITTER RANGE	Opt
1920002	TRANSMISSION BELL HOUSING, ALUMINUM	Std
1390001	TRANS OIL COOLER (INTEGRAL OIL PUMP)	Opt
SL40003	SYNTHETIC LUBRICANT - TRANSMISSION, 50W (SYNTHETIC LUBRICANT)	Opt
7790000	VOCATIONAL PACKAGE - ALLISON, W/O OPTIONAL ELECTRONIC TRANS PACKAGE	Std
1952005	DRIVELINE - MAIN, SPICER 1810 HD W/COATED SPLINES	Opt
2042004	DRIVELINE - INTERAXLE, SPICER 1810 W/COATED SPLINES	Opt
	CAB (A thru G)	
1731001	MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITIONER UNIT) W/R134a REFRIGERANT	Std
1260000	AIR RESTRICTION MONITOR (INTAKE), AIR RESTRICTION MONITOR (DISPLAYED IN CO-PILOT)	Std
1443000	CAB CONFIGURATIONS, LH-STEER CA68 CONV CAB	Std
COD0000	WITHOUT CAB CLEANOUT	Std
9970001	CERTIFIED WEIGHT	Std
1640001	TWO (2) DASH MOUNTED ILLUMINATED SWITCHES	Opt
9050003	PARK BRAKE AND ENGINE RUNNING ACTIVATED	Std
5760005	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	Std
7860007	5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR VALVE AIMED REARWARD	Opt
8330042	GAUGE CLUSTER, EXHAUST PRYOMETER AND TRANSMISSION OIL TEMPERATURE GAUGES	Std
1980001	GAUGES, ENGLISH/METRIC DISPLAY	Std
2150000	WITHOUT REAR AXLE OIL TEMPERATURE GAUGE	Std
4920000	GEAR SHIFT, W/O OPTIONAL GEAR SHIFTER	Opt
1001	GLASS - CAB WINDOW, TINTED WINDSHIELD, SIDE AND REAR WINDOWS	Std
5070102	BRIGHT FINISH EXTERIOR CAB GRAB HANDLES, BLACK FINISH GRAB HANDLE RH INTERIOR WINDSHIELD POST	Std

Pid Code	Description	
4000004	GRILLE, BRIGHT FINISH (CHROME) GRILLE W/BLACK BACKGROUND	Std
	CAB (H thru R)	
8210002	HEADLINER, VINYL COVERED FOAM PADDED HEADLINER	Opt
6460001	HOOD INSULATION	Std
2080001	PAINTED HOOD LATCHES	Std
1549014	HORN - AIR, (2) MACK RECTANGULAR SINGLE TRUMPET, CHROME PLATED STEEL W/SNOW SHIELDS	Opt
3610001	HORN - ELECTRIC, DUAL TONE	Opt
3120010	IDENTIFICATION/CLEARANCE LIGHTS, (5) TRUCKLITE LED CHROME BULLET TYPE LAMPS	Opt
C0I0000	IN-DASH STORAGE, W/O UPPER STORAGE OPTION	Std
C0J0012	INSTRUMENT CLUSTER DISPLAY, CO-PILOT DRIVER DISPLAY, ENHANCED 4.5" DIAGONAL LCD DISPLAY W/4-BUTTON STALK CONTROL DIAG DISPLAY	Std
0042104	INTERIOR TRIM (CUSTOM - COLBALT BLUE) 3 overhead storage compartments w/nets, rear panel storage pouch w/2 trash bag hooks, diamond pattern fabric on doors vinyl padded interior sun visor both sides, adjustable tilt/telescoping steering column, 2 overhead dome lights, 1 driver overhead spot light & 1 map non-glare overhead spot light, 2 12V power outlets, 2 cup holders, 2 coat hangers, RH center storage compartment, both door MTD storage pouches, lighted door MTD, map pocket lights.	Opt
1600001	CHASSIS KEYED AT RANDOM - 2 KEYS	Std
1522103	MIRRORS - EXTERIOR, HTD & ILLUMINATED BULLDOGS	Opt
1539008	MIRRORS - CONVEX TYPE CAB DOORS, BRIGHT FINISH, LH & RH 8" DIA. HEATED CONVEX	Opt
4150000	OVERHEAD CONSOLE, (3) COMPARTMENT W/NET	Std
1746101	AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH	Std
1560005	48" ANTENNA RIGHT SIDE MIRROR MOUNTED	Std
2030009	RADIO ANTENNA - CB, 48" ANTENNA LEFT SIDE MIRROR MOUNTED	Opt
4320002	DASHBOARD MOUNTING STRAP	Std
7840004	REFLECTOR KIT, W/O SLEEPER BOX FURNISH KIT PARALLEL TO OUTSIDE SURFACE OF RIDERS SEAT BASE	Opt
	CAB (S thru Z)	
1962329	SEAT - DRIVER, AIR- NATIONAL 2000 (HI-BACK) SINGLE CHAMBER AIR LUMBAR, 2 POSITION FRONT CUSHION ADJ.	Opt
1971107	SEAT - RIDER, MACK FIXED (MID-BACK) NON-SUSPENSION	Inc
1659000	SEAT ARM RESTS, INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY	Inc
4850002	SEAT COVERING, CLOTH W/VINYL TRIM DRIVER AND RIDER	Inc
5929003	LAP & SHOULDER W/FIXED D-RING FOR DRIVER & RIDER SEATS TO BE ORANGE IN COLOR	Opt
4390001	STEERING COLUMN, ADJUSTABLE TILT TELESCOPE	Std
1610013	STEERING WHEEL, TWQ SPOKE URETHANE GRIP BRUSHED NICKEL SPOKES	Inc
D0C0001	STORAGE POUCH REAR	Std
1579001	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	Opt
3540002	SUN VISOR - INTERIOR, BOTH SIDES (PADDED VINYL) WITH TICKET HOLDER	Std
2390009	TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS	Std
1460008	WINDOW CONTROLS, POWER WINDOW LIFT WITH ELECTRIC DOOR LOCK, LH & RH	Opt
M060002	WINDSHIELD, 2-PIECE WINDSHIELD	Std
	CAB - SLEEPER BOX	
	FRAME EQUIPMENT/FUEL TANKS	
2791300	BUMPER - FRONT, STAINLESS STEEL CLAD ALUMINUM FLUSH MTD 117.3"/2980 mm BBC (CORPORATE 94" x 15.5")	Std

Pid Code	Description	
2811018	CROSSMEMBERS, HIGHWAY SEVERE DUTY BOC AND BCL CROSSMEMBERS	Opt
2910010	BOXED AND TAPERED CROSSMEMBER	Std
3303603	FIFTH WHEEL, AIR SLIDE - LH RELEASE (BOLTED TO OUTBOARD MTG ANGLES), JOST JSK37USL	Opt
3320775	SERIES, BRACKET HEIGHT 7.75"	
8190203	5TH WHEEL MOUNTING ANGLES, OUTBOARD MOUNTED ANGLES WITH MOUNTING HOLES	Std
2770010	MUD FLAP BRACKETS, BETTS B87 BRACKETS WITH CONSPICUITY FEATURE	Opt
4643000	QUARTER FENDERS, STAINLESS STEEL QUARTER FENDERS	Opt
2430007	TOWING DEVICE - FRONT, (2) CLEVIS	Std
PH10000	W/O REAR TOWING DEVICE	Std
2882142	FUEL TANK - LH, 142 GALLON (538 L) 26" ALUMINUM ROUND	Opt
2902C50	FUEL TANK - RH, 50 GALLON (190 L) 26" ALUMINUM ROUND	Opt
2210213	FUEL TANKS - BRIGHT FINISH, DUAL POLISHED ALUMINUM	Opt
2230001	BRIGHT FINISH ALUMINUM STEPS & STAINLESS STEEL BRIGHT FINISHED STRAPS	Opt
DF11170	18.4 GALLON (70 L) 26" DIAMETER TANK LEFT SIDE FRAME MTD	Std
DF20002	BRIGHT FINISH DEF TANK COVER	Opt
C290001	NYLON TUBE	Std
5909017	DUAL DRAW AND RETURN FUEL SYSTEM	Std
6330003	FURNISH STANDARD FUEL TANK CAP	Std
	FRONT AXLE/EQUIPMENT/TIRES	
2401506	FRONT AXLE, 12000# (5443kg) MACK FXL12 STRAIGHT SPINDLE/UNITIZED BEARINGS	Std
9001352	TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 11R24.5 14 G R283 (ALL POSITION)	Opt
2503000	WHEELS - FRONT, ALUMINUM DISC	Std
5313782	(2) 24.5x8.25 ALCOA LVL ONE 10-HOLE HUB PILOTED (11 1/4"/286mm BC)(5.73" INSET, #98363)	Opt
3760013	WHEELS - POLISHED (FRONT), MACHINE CLEAN BUFFED-ALL WHEELS	Std
2411108	BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 5" Q+	Opt
2472200	BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED	Std
6370000	DUST SHIELDS - FRONT BRAKE, OMIT	Std
2482000	HUBS - FRONT, ALUMINUM	Std
2463000	FAG SCHAEFFLER, FRONT GREASE SEAL	Std
3850001	SHOCK ABSORBERS, FRONT	Std
2420002	SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC	Std
2441006	SPRINGS - FRONT, MACK TAPERLEAF HD 12000# (5443kg) GROUND LOAD RATING (2 LEAF SPRING)	Std
2452118	STEERING, THP60 TRW-PWR (INTEGRAL)	Std
SL60000	LUBRICANT - WHL BEARINGS, FACTORY OPTION FRONT WHEEL BEARINGS LUBRICANT	Std
	REAR AXLE/EQUIPMENT/TIRES/RATIOS	
2681018	REAR AXLE/SUSPENSION, 40000# (18100kg) MACK S40 (268 1018) FABRICATED STEEL HOUSING "R"	Opt
1861511	SERIES WHEEL ENDS, SAL40 MACK AL-402 AIR 40000# CAPACITY	
9011287	TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 11R24.5 14 G M726EL (TRACTION)	Opt
0180153	CARRIER/RATIO - REAR AXLE, CRDP150/151, 3.40 RATIO	Opt
2570340		
2673000	WHEELS - REAR, ALUMINUM DISC	Std
27782	(8) 24.5x8.25 (210 mm) ALCOA LVL ONE 10-HOLE HUB PILOTED (11 1/4" 286mm BOLT CIRCLE)(6.60" OUTSET, #98363)	Opt
2350013	WHEELS - POLISHED (REAR), MACHINE CLEAN BUFFED - ALL WHEELS	Std

Part Code	Description	
2531104	BRAKES - REAR, MERITOR "S" CAM 16.5"x7" Q+	Opt
2632200	BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED	Std
6380000	DUST SHIELDS - REAR BRAKE, OMIT	Std
2642001	HUBS - REAR, CONMET ALUMINUM PRESET REAR HUB W/INTEGRATED SPINDLE NUT	Std
2620002	PREMIUM HUB OIL REAR SEAL	Std
2560003	POWER DIVIDER LOCKOUT	Std
2340010	SHOCK ABSORBERS - (4), MOUNTED ON FORWARD AND REAR AXLES EACH SIDE	Inc
2300000	W/O SHOCK INSULATORS	Std
2550002	SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC	Std
2690052	SUSPENSION - AXLE SPACING, 52" AXLE SPACING (BOGIE WHEELBASE)	Inc
3230002	SUSPENSION - HEIGHT CONTROL KIT, AIR SUSPENSION HEIGHT CONTROL KIT (W/DUMP VALVE AND CONTROL)	Std
M640002	AIR SUSPENSION DUMP WARNING, AIR SUSPENSION DUMP, SPEED LIMITED, WARNING INDICATOR & BUZZER	Std
2370002	SPRING BRAKE CHAMBERS - QUANTITY, (4) CHAMBERS	Opt
3000002	SPRING BRAKE CHAMBERS - VENDOR, HALDEX "GOLD SEAL" TYPE	Std
4790001	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	Std
3290002	TRANSVERSE TORQUE RODS (BOTH AXLES)	Inc
2540402	DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK RR-RR AXLE ONLY, MANUAL AIR VALVE W/WARNING LIGHT.	Opt
6870000	STANDARD WHEEL STUD OPTION	Std
FRAME/WHEELBASE/PLATFORM		
2710202	WHEELBASE, 202" (5120 mm) WB 114" CA (2897 mm)	Opt
2720170	PLATFORM, 170" LP (4327 mm) 56" AF (1430 mm) USED WITH 202" WB	Opt
2741023	FRAME RAILS, 10.47" x 3.54" x .28" (266 x 90 x 7mm) STEEL Section Modulus: 13.3 cu in/RBM 1,600,000 in lbs per rail	Opt
AIR/BRAKE		
2960003	AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, 1200 W/COALESCING OIL FILTER	Std
2802101	AIR RESERVOIRS, AIR RESERVOIR POLISHED ALUMINUM	Opt
6982000	ANTI-LOCK BRAKE SYSTEM, MACK ROAD STABILITY ADVANTAGE BENDIX ABS/ATC/ESP W/YAW CONTROL	Std
M160000	ATC DISABLE SWITCH, W/O AUTOMATIC TRACTION CONTROL (ATC) DISABLE SWITCH	Std
5480000	W/O COLLISION WARNING SYSTEM	Std
M320000	WITHOUT ACB VOLUME LEVEL	Std
3020002	BRAKE CONTROL VALVE SYSTEM, TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK	Std
DVA0002	DRAIN VALVES, MANUAL DRAIN VALVES, WITH LANYARD ON SUPPLY TANK ONLY	Std
3010001	HAND CONTROL VALVE FOR TRAILER BRAKES	Std
3920001	TRACTOR SPRING BRAKE INVERSION VALVE	Opt
0089028	LOW PROFILE DECK PLATE (Useable CA, 100"-111")	Opt
TRAILER CONNECTIONS		
5170001	TRAILER AIR CONNECTIONS, TRAILER AIR BRAKE CONNECTIONS, BACK OF CAB	Std
3092012	TRAILER AIR HOSES (12 FT COILED TYPE)	Opt
100	GLAD HAND COUPLINGS - NORTH AMERICAN STD	Std
3192012	TRAILER ELECTRICAL CORD (12 FT COILED TYPE)	Opt
ELECTRICAL		

Mid Code	Description	
4050002	BATTERY BOX COVERS, POLISHED ALUMINUM	Opt
3930013	BATTERY BOX - MOUNTING, STEEL BASE FORWARD OF LH FUEL TANK	Std
3180010	FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE	Opt
8480001	BATTERY SHOCK PADS	Opt
M150000	CHASSIS & POWER HARNESS WITH STANDARD CASING	Std
3899000	TRIPLES TRAILER ELECTRICAL PACKAGE INCLUDES: 12 GAUGE WIRE FOR TURN SIGNALS, 12 GAUGE WIRE AND 30 AMP CIRCUIT W/RELAY FOR CLEARANCE AND MARKER LAMPS, 10 GAUGE WIRE AND 20 AMP CIRCUIT W/RELAY FOR STOP LAMPS, 12 GAUGE WIRE AND 20 AMP CIRCUIT W/RELAY FOR TAIL LAMPS, AND 8 GAUGE WIRE FOR GROUND	Std
8690004	ELECTRIC CIRCUIT PROTECTION PACKAGE, ALL CIRCUITS FUSE/BREAKER PROTECTED	Std
	WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING	Std
3131212	FOG-HALOGEN (ROUND)	Opt
3220001	TRAILER HOOK-UP LIGHT, SINGLE, SURFACE MOUNTED, INCANDESCENT	Opt
	PAINT/VINYL STRIPING	
9501100	PAINT/VINYL STRIPING - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)	Std
9442007		
9960001	PAINT - CAB, URETHANE BASE COAT W/O CLEAR COAT	Std
9512006	PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)	Std
6520000	WITHOUT SPECIAL PRE-FINISHED OPTION	Std
6530000	WITHOUT SPECIAL PRE-FINISHED OPTIONS	Std
	PAINT PROCESS CODES	
0000	W/O PAINT FOR BUMPER (5ZB-Z1X)	Inc
9220000	CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)	Inc
9390000	W/O PAINT FOR FUEL TANK (7HB-Z1X)	Inc
9860000	W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)	Inc
9850000	W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (6BB-Z1X)	Inc
	PTO/SPECIALTY/ADDITIONAL EQUIPMENT	
4420000	W/O OPTIONAL TRANS TORQUE CONVERTER	Std
	V-MAC IV PROGRAMMABLE PARAMETERS	
9320075	CUSTOMER VEHICLE LIMITING SPEED (MPH) 75 mph	
CSL0075	PEDAL ROAD SPEED LIMITER (MPH) 75 mph	
A200000	LGVLS FEATURE ACTIVATION Omit	
A210060	LOWER GEAR VEHICLE LIMITING SPEED (MPH) 60 mph	
M620000	SCALEABLE ROAD SPEED LIMIT (MPH)	
AJ10000	SOFT RSL Omit	
C550001	PDLO ENGAGED VLS FEATURE Furnish	
C560025	PDLO ENGAGED VEHICLE LIMITING SPEED 25 rpm	
	CRUISE CONTROL SETTINGS W/O ALLISON TRANS	Std
9330070	CRUISE CONTROL MAX SET SPEED (MPH) 70 mph	
A020030	CRUISE CONTROL MIN SET SPEED (MPH) 30 mph	
A2W0001	CRUISE CONTROL AUTORESUME W/CLUTCH Furnish	
AL10003	CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 3 mph	
4667000	SMOOTH CRUISE Omit	
0000	ENGINE OVERSPEED COMPANY LIMIT (RPM) 2000 rpm	
A5K2000	FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2000 rpm	
A880075	VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph	

Id Code	Description	
A870070	FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph	
A1Y0002	IDLE LOGGING DELAY (MIN) 2	
	Monthly Trip Summary	
C0U0000	PERIODIC TRIP HOUR OF DAY 0 (disable)	
C0V0000	PERIODIC TRIP DAY OF WEEK 0 (disable)	
C0W0001	PERIODIC TRIP DAY OF MONTH 1	
	DAYTIME RUNNING LIGHTS W/O OVERRIDE SWITCH	Std
C0Q0000	DRL OVERRIDE SWITCH SPEED THRESHOLD (MPH) 00	
C0R0000	DRL OVERRIDE SWITCH OFF TIME (MIN) 00 mph	
C420001	CO-PILOT FLEET TRIP PROGRAMMING ACCESS Fleet Level	
D0E0000	FLEET MANAGEMENT VIA CO-PILOT Omit	
A942100	EHT MAX ENGINE SET SPEED (RPM)	
	2100 rpm	
A030700	EHT MIN ENGINE SET SPEED (RPM) 700 rpm	
A010010	EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph	
A970100	EHT RAMP RATE (RPM/Sec)	
A950000	EHT SINGLE SPEED CONTROL ACTIVATION Omit	
A960000	EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm	
AE50000	EHT JUMP-TO-MIN SET SPEED Omit	
A7S0050	EHT HOLD TO NEAREST RPM 50 rpm	
AD70050	EHT ACCEL-DECEL BUMP-UP RPM 50 rpm	
30050	EHT ACCEL-DECEL BUMP-DOWN RPM 50 rpm	
A070001	ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish	
A080000	ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit	
A060001	ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish	
C0X0001	ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish	
A2Y0001	ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish	
A820000	ALLOW FAN OVERRIDE WHEN PARKED Omit	
A3A0000	FAN ACTIVATION WITH PTO Omit	
	FUEL ECONOMY INCENTIVE FOR USE WITH INSTRUMENT CLUSTER DISPLAY (C0J 0002)	Std
AK50000	FEI PENALTY TARGET FUEL ECONOMY No Driver Incentive	
AK70000	FEI PENALTY TARGET FUEL ECONOMY (MPG) 0.0	
AK80000	FEI PENALTY VEHICLE SPEED DECREASE (MPH) 0 mph	
A860000	FEI REWARD TARGET FUEL ECONOMY (MPG) 0.0	
AK60000	FEI REWARD VEHICLE SPEED INCREASE (MPH) 0 mph	
AK90000	FEI DISTANCE CALCULATION INTERVAL (Miles) 00	
	GOVERNOR SETTINGS FOR USE WITH MANUAL TRANSMISSIONS	Inc
A260002	GOVERNOR TYPE Min-Max Governor	
A740000	ENGINE HIGH IDLE SPEED IF STOPPED 0000	
M7U0000	VEHICLE ACCELERATION LIMITING FEATURE Disable	
A7U0000	REDUCED ENGINE RPM RANGE IN UPPER GEARS FEATURE Disable	
AZQ1850	ENGINE RPM LIMIT IN UPPER GEARS 1850	
M7X0000	1st TRANS RATIO FOR REDUCED HIGH IDLE 0000	
3000	LAST TRANS RATIO FOR FULL HIGH IDLE 0000	
A110650	ENGINE LOW IDLE SET SPEED (RPM) 650 rpm	
A100000	DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit	

Pid Code	Description	
C0K0000	SMART IDLE FEATURE ACTIVATION	Omit
C0T0010	SMART IDLE ELEVATED IDLE RPM TIME (MINS)	10
C540000	IDLE S/D ABS TAMPER CHECK	Omit
B690000	IDLE COOLDOWN FEATURE ACTIVATION	Omit
9080000	IDLE SHUTDOWN FEATURE ACTIVATION	Omit
9340010	IDLE SHUTDOWN TIME (MINS)	10
M020030	IDLE SHUTDOWN WARNING TIME (SECS)	30
A170100	IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F)	100
A160005	IDLE SHUTDOWN WARM-UP TIMER (MINS)	5
A140000	IDLE S/D OVERRIDE W/EHT	Omit
A130002	IDLE S/D OVERRIDE W/PTO	Furnish
A230001	IDLE S/D OVERRIDE W/ENGINE LOAD	Furnish
A310020	IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD	20
C0Z0000	IDLE S/D CONTROL W/O Idle Shutdown	
A3E0060	IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F)	60
A3F0080	IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F)	80
C0N0001	MAINTENANCE MONITOR FEATURE ACTIVATION	Furnish
A411600	PTO 1 MAX ENGINE SET SPEED (RPM)	1600 rpm
A980600	PTO 1 MIN ENGINE SET SPEED (RPM)	600 rpm
A1A0010	PTO 1 VEHICLE SPEED RANGE LIMIT (MPH)	10 mph
A2B0100	PTO 1 RAMP RATE (RPM/Sec)	100
0000	PTO 1 SINGLE SPEED CONTROL ACTIVATION	Omit
A051000	PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM)	1000 rpm
A5K0000	PTO 1 SINGLE SPEED CONTROL AUTOSET	Omit
AF60000	PTO 1 JUMP-TO-MIN SET SPEED	Omit
M030060	PTO 1 VEHICLE LIMITING SPEED (MPH)	60 mph
AE70050	PTO 1 HOLD TO NEAREST RPM	50 rpm
AF10050	PTO 1 ACCEL-DECEL BUMP-UP RPM	50 rpm
AF30050	PTO 1 ACCEL-DECEL BUMP-DOWN RPM	50 rpm
A621600	PTO 2 MAX ENGINE SET SPEED (RPM)	1600 rpm
A1B0600	PTO 2 MIN ENGINE SET SPEED (RPM)	600 rpm
A1D0010	PTO 2 VEHICLE SPEED RANGE LIMIT (MPH)	10 mph
A1E0100	PTO 2 RAMP RATE (RPM/Sec)	100
A1Z0000	PTO 2 SINGLE SPEED CONTROL ACTIVATION	Omit
A611000	PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM)	1000 rpm
A5L0000	PTO 2 SINGLE SPEED CONTROL AUTOSET	Omit
AK10000	PTO 2 JUMP-TO-MIN SET SPEED	Omit
M040060	PTO 2 VEHICLE LIMITING SPEED (MPH)	60 mph
A7P0050	PTO 2 HOLD TO NEAREST RPM	50 rpm
A7I0050	PTO 2 ACCEL-DECEL BUMP-UP RPM	50 rpm
A5R0050	PTO 2 ACCEL-DECEL BUMP-DOWN RPM	50 rpm
DTS0001	SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION	Furnish
A790050	SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%)	50
0000	TIME GAP SETTING, WITHOUT TIME GAP SETTINGS	
	DEALER INFORMATION	Std
WAR0003	ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY US10	Std

Bid Code	Description	
0220000	PILOT INSPECTION, WITHOUT PILOT INSPECTION STANDARD SHIPPING INSTRUCTIONS	Opt
0120000	MARKETING PROMOTION, NO FMV LEASE, TRADE BACK RESIDUAL OR TRADE IN WITH MACK PARTICIPATION SOFT PRODUCTS/BULLDOG PROTECTION	Opt
MGD0002	2 YEARS COVERAGE	Std
M680000	NO PARTNERED SERVICES PROVIDED	Std

**Levy County Board of County Commissioners
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

ROAD/BRIDGE- ALICE LALONDE X3358

2. MEETING DATE:

6/7/16

3. REQUESTED MOTION/ACTION:

Request approval of Supplemental Agreement #1 to: SCOP C343 to fix the Project Limits.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Requesting permission to approve the supplemental agreement #1 for SCOP (Small County Outreach Program) CR 343/ widening and resurfacing. The original project limits were incorrect with the description of CR 343/NE 60th ST from CR 241 to SR 500 (US 27)

THE CORRECT LIMITS are: CR 343/NE 60th ST from CR 241 to SR 45 (US 27-US41) .

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES <u>X</u> NO	YES__ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

The Honorable John Meeks, Chair Levy County BOCC Post Office Box 310 Bronson, Florida 32621	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 435329-1-54-01,02
		Contract Number:G0A26

PROJECT DESCRIPTION

Per Florida Statutes 339.2818, Levy County (Agency) desires to supplement the Small County Outreach Program Agreement (SCOP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: CR 343 / NE 60th Street Length .N/A

Termini: from CR 241 to SR 45 (US 27 – US 41)

Description of Work: widening and reconstruction

Reason for Supplement: The sole purpose of the Supplemental Agreement is to change the limits. The original limits were not correctly described which included CR 343 / NE 60th Street from CR 241 to SR 500 (US 27).

The correct limits of the project should be CR 343 / NE 60th Street from CR 241 to SR 45 (US 27 – US 41). There will be no monetary changes to the agreement. All terms and conditions remain the same.

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
Design			
<u>2007-2008</u>	_____	_____	_____
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
Total Design Cost	_____	_____	_____
Right of Way			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way Cost	_____	_____	_____
Construction			
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	\$ 1,236,000.00	_____	\$ 1,236,000.00
<u>2016-2017</u>	_____	_____	_____
Total Contract Costs	\$ 1,236,000.00	_____	\$ 1,236,000.00
Construction Engineering and Inspection			
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
<u>2016-2017</u>	_____	_____	_____
<u>2017-2018</u>	_____	_____	_____
Total Construction Engineering	_____	_____	_____
Total Cost of Project	\$ 1,236,000.00	_____	\$ 1,236,000.00

The Department maximum participate of the original contract remains unchanged. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Levy County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

The Honorable John Meeks, Chair Levy County BOCC Post Office Box 310 Bronson, Florida 32621	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 435329-1-54-01,02 Contract Number: G0A26
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LEVY COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
 Name:
 Title: Chair

By: _____
 Name:
 Title: District Two Secretary

Attest: _____
 Name:
 Title:

Attest: _____
 Name:
 Title:

Date: _____

Date: _____

As to form:

As to form:

Anne Bast Brown
 Attorney

 District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

Levy County Board of County Commissioners

Agenda Item Summary

1. **NAME/ORGANIZATION/TELEPHONE:**

IT- INFORMATION TECHNOLOGY, DARIN REMINGTON

2. **MEETING DATE:**

6/7/2016

2. **REQUESTED MOTION/ACTION:**

Presenting state of the county IT Network and proposed infrastructure changes needed.

4. **Agenda Presentation**

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. **IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ NO_ If No, STATE ACTION REQUIRED**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)**

Connecting county buildings via internet for a single access point in providing improved network security and cost savings. Infrastructure cost will be around \$52000.00

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. **RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO

COMMISSION ACTION:

APPROVED

DEFERRED

RECORDED DATE TO BRING BACK:

SPECIFY: