SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JANUARY 16,2024
6:00 P.M.

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

CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG-DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below instructions:

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to speak, and notify you by announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed to speak for 3 minutes.

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

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

1. **Prayer**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JANURARY 2, 2024.

5. EXAMINATION AND APPROVAL OF INVOICES.

6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT A SHORTFALL IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, GENERAL FUND, MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF AIG TANKGUARD PROGRAM RENEWAL, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

9. THE BOARD TO CONSIDEER APPROVAL OF THE REMOVAL OF FIXED INVENTORY ASSETS, AS AGENDAED BY GARY KNOWLES, CLERK OF COURT.

10. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT NO. 23-10-28 ADDITIONAL TERMS AND CONDITIONS FOR 2023 FALL RURAL COUNTY MAINTENANCE GRANT, AS AGENDAED BY DAKOTA CRUCE, E-911 COORDINATOR.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE CHAIRPERSON'S SIGNATURE ON THE FINAL PERFORMANCE PROGRESS REPORT (PPR) AND FEDERAL FINANCIAL REPORT (FFR) SUBMITTED TO THE U.S. DEPARTMENT OF TREASURY TO CLOSE OUT THE CANAL DREDGING GRANT RECEIVED FOR THE DESIGN, ENGINEERING, REQUIRED STUDIES AND SURVEYS, PERMITTING, AND PREPARATION OF BID DOCUMENTS FOR THE DREDGING OF CANALS AT KEATON BEACH AND THE STEINHATCHEE BOAT RAMP BASIN, AS AGENDAED BY MELODY COX, GRANTS WRITER.

12. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SUBMISSIONS OF TWO GRANT APPROPRIATION REQUESTS TO DEPARTMENT OF EMERGENCY MANAGEMENT FOR HURRICANE IDALIA RECOVERY FUNDING ASSISTANCE FOR THE DREDGING OF CANALS IN TAYLOR COUNTY, AS AGENDAED BY THE GRANTS WRITER.

13. THE BOARD TO CONSIDER APPROVAL OF AMENDED SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP) TO INCLUDE THE DEMOLITION OF MOBILE HOMES AND THE CONSTRUCTION OF A SITE BUILT HOME USING DISASTER RECOVERY FUNDING FROM HURRICANE IDALIA, AS AGENDAED BY THE GRANTS WRITER.

14. THE BOARD TO CONSIDER APPROVAL OF ENDOSCOPES AND ENDOSCOPY EQUIPMENT PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL REQUEST FOR PROPOSAL PACKET, AGREEMENT, AND REQUEST TO ADVERTISE, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

15. THE BOARD TO CONSIDER APPROVAL OF NUCLEAR MEDICINE CAMERA PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL REQUEST FOR PROPOSAL PACKET, AGREEMENT, AND REQUEST TO ADVERTISE, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

16. THE BOARD TO CONSIDER APPROVAL OF ARTIFICIAL REEF CONSTRUCTION SERVICES PROJECT BID PACKET, AND REQUEST TO ADVERTISE, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR JAIL ROOF REPAIRS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

18. THE BOARD TO CONSIDER APPROVAL OF REMOVAL OF COUNTY INVENTORY ASSETS, AS AGENDAED BY TERESA COPELAND, DTIS DIRECTOR.

BIDS/PUBLIC HEARINGS:

19. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR ECG MANAGEMENT SYSTEM PROJECT AT DMH.

20. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR CONCRETE APRON REHABILITATION-PHASE 2.

21. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR DIGITAL C-ARM PROJECT AT DMH.

22. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR 1ST AVENUE SOUTHEAST WIDENING/RESURFACING.

PUBLIC REQUESTS:

23. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR COMMERCIAL REFUSE COLLECTION SERVICES "MODIFICATION OF RATES", AS AGENDAED BY LOYD CHILDREE, WASTE PRO COASTAL REGION DIRECTOR OF GOVERNMENTAL AFFAIRS.

24. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR SOLID WASTE HAULING SERVICES PERMIT, AS REQUESTED BY SLADE HENDRY.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

25. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO SUBMIT AN APPLICATION FOR PUBLIC SAFETY COMPLEX DESIGN FUNDING, AS AGENDAED BY JOHN LOUK, EMERGENCY MANAGEMENT DIRECTOR.

26. THE BOARD TO CONSIDER APPROPRIATION REQUEST OF PARCEL 06060-200 TO BE USED AS THE BUILDING SITE FOR THE NEW PUBLIC SAFETY COMPLEX AND SHELTER, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

COUNTY STAFF ITEMS:

27. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR OPIOD FUNDS TO BE RELEASED FOR THE OPIOID PREVENTION PROGRAM ASSISTANCE POSITION TO THE UNIVERSITY OF FLORIDA, AS AGENDAED BY ABBEY THARPE, 4-H EXTENSION AGENT II.

28. THE BOARD TO DISCUSS POSSIBLE GRANT SUBMISSION TO THE FLORIDA COMMERCE RURAL INFRASTRUCTURE FUND (RIF) GRANT PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE CONSTRUCTION AND INSTALLATION OF NEW AVGAS AND JET A

FUEL SYSTEMS AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

29. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT 1 TO CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES WITH GOVERNMENT SERVICES GROUP (GSG)/ANSERV FOR CONTINUED PROGRAM SERVICES FOR THE ADMINISTRATION OF HURRICANE IDALIA HOUSING DISASTER RECOVERY SERVICES AND EXTENSION OF THEIR CONTRACT AS PER THE ORIGINAL CONTRACT WITH GSG, NOW KNOWN AS ANSERV, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

30. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO WAIVE $5 PER TON LANDFILL SURCHARGE PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUEST FOR DEBRIS DISPOSAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

31. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

33. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

  www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$(1,893)	001-3343922	FWC Artificial Reef Monitoring
Expenditures:		FWC Art. Reef Monitoring Grant
$(1,893)	1102-01-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant Balance at FYE'23 was less than amount budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/04/2024
TIME: 11:09:27

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='1102-1'
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVATN & RESOURCE MGT
TOTL/DEPT-1102-1 FWC ARTIFICIAL REEF MONIT

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	10,958.00	10,958.00	.00	.00	10,958.00	.00
	TOTAL FWC ARTIFICIAL REEF MON	10,958.00	10,958.00	.00	.00	10,958.00	.00
	TOTAL GENERAL FUND	10,958.00	10,958.00	.00	.00	10,958.00	.00
TOTAL REPORT		10,958.00	10,958.00	.00	.00	10,958.00	.00

Budget @
FY 24

need to
reduce
(1893)

DWelch

SUNGARD PENTAMATION, INC.
DATE: 01/04/2024
TIME: 11:09:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='1102-1'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVATN & RESOURCE MGT
TOTL/DEPT-1102-1 FWC ARTIFICIAL REEF MONIT

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	20,000.00	20,000.00	10,934.14	9,065.86	54.67
	TOTAL FWC ARTIFICIAL REEF MON	.00	20,000.00	20,000.00	10,934.14	9,065.86	54.67
	TOTAL GENERAL FUND	.00	20,000.00	20,000.00	10,934.14	9,065.86	54.67
TOTAL REPORT		.00	20,000.00	20,000.00	10,934.14	9,065.86	54.67

Actual balance @ 9/30/23

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$(2,729)	001-3347004	Coastal Partnership Grant
Expenditures:		Coastal Partner/FL Sea Grant
$ (500)	0438-1-55220	Tools & Implements
$(2,000)	0438-1-55260	Demonstration Matl/Suppl
$ (229)	0438-1-55401	Book/Publ/Sub/Mem/Train

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_____ _____

Gary Knowles, Clerk-Auditor Chairman

Actual grant balance at FYE'23 was less than budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/04/2024
TIME: 10:00:04

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0438-1'
ACCOUNTING PERIOD: 4/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVATN & RESOURCE MGT
TOTL/DEPT-0438-1 COASTAL PARTNER/FL SEA GR

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	5,711.00	5,711.00	.00	4,577.97	1,133.03	80.16
55220	TOOLS & IMPLEMENTS	500.00	500.00	.00	.00	500.00	.00
55260	DEMONSTRATION MATL/SUPPL	2,000.00	2,000.00	.00	.00	2,000.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	500.00	500.00	.00	.00	500.00	.00
	TOTAL COASTAL PARTNER/FL SEA	8,711.00	8,711.00	.00	4,577.97	4,133.03	52.55
	TOTAL GENERAL FUND	8,711.00	8,711.00	.00	4,577.97	4,133.03	52.55
TOTAL REPORT		8,711.00	8,711.00	.00	4,577.97	4,133.03	52.55

Budget
FY24

need to amend
(2729.00)

reduce 0438-1 - 55220 (500.00)
0438-1 55260 (2,000.00)
0438-1 55401 (229.00)
(2729.00)

001- 3347004

Daweech
1/4/24

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0438-1'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVATN & RESOURCE MGT
TOTL/DEPT-0438-1 COASTAL PARTNER/FL SEA GR

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	10,000.00	10,000.00	4,017.41	5,982.59	40.17
	TOTAL COASTAL PARTNER/FL SEA	.00	10,000.00	10,000.00	4,017.41	5,982.59	40.17
	TOTAL GENERAL FUND	.00	10,000.00	10,000.00	4,017.41	5,982.59	40.17
TOTAL REPORT		.00	10,000.00	10,000.00	4,017.41	5,982.59	40.17

Actual Balance
9/30/23

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
$(24,214)	001-3899010	General Fund-Cash Brought Forward
$(24,214)	0722-59922	$65 Additional Court Costs/State Court Innovations-Sinking Fund

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

The actual balance of **designated funds** at FYE'23 was less than projected/budgeted in the FY'24 budget

$65 ADDITIONAL COURT COSTS FUND

Beginning Balance @ 10/1/22		**$ 219,012.59**
REVENUE:		
001-3481303	BCC ADD.CRT.COST/COUNTY CRIMINAL	$ 7,563.20
001-3482303	BCC ADD.CRT.COST/CIRCUIT CRIMINAL	$ 8,221.40
001-3485305	BCC ADD.CRT.COST/CRIMINAL TRAFFIC	$ 5,581.76
	TOTAL Revenues	**$ 21,366.36**
EXPENDITURES:		
0722	STATE COURT /INNOVATIONS	$ (24,000.00)
0724	LEGAL AID PROGRAM	$ -
0723	LAW LIBRARY	$ (1,092.80)
0721	JUVENILE PROGRAM	$ -
	TOTAL Expenditures	**$ (25,092.80)**
ENDING BALANCE @ 9/30/23 FYE		**$ 215,286.15**

{general ledger reserve account# : 001-2470029}

These budgets are funded 100% by the $65 "Additional Court Cost Fee" imposed by the BCC (County Ordinance 2004-9), in accordance with Section 939.185 Florida Statutes.
The funds generated by the $65 fee must be allocated at a rate of 25%, to each of the following categories:1. State Court System Innovations; 2. Legal Aid Programs; 3. Law Library; and 4. Juvenile Programs.
Funds remaining in categories 2 through 4 at the end of each fiscal year, may be "rolled - forward" to category 1. State Court System Innovations.

Add Court Cost $65 Fund (dmw 10/31/23)

actual CF @ 9/30/23

Budgeted CF = 239,500

need to amend FY24 budget (24,214)
DW

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than that of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	Account	Account Name
$(9,535)	001-3899010	Cash Brought Forward
$(9,535)	0281-55201	State Mosquito Control-General Operating Supplies

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

The actual balance of **designated funds** at FYE '23 was less than projected/budgeted in the FY '24 budget

STATE MOSQUITO CONTROL FUNDS (#0281)

BEGINNING BALANCE 10/1/22		$14,793.33
FY RECEIPTS		
2023 Grant	3356300	$38,892.42
DOH Funding	3356301	$0.00
Deferred Rev Receipt		$0.00
FY EXPENDITURES	#0281	($48,824.10)
ENDING BALANCE 9/30/2023		**$4,861.65** (*)

Actual CF Balance @ FYE '23

(*) This amount is reserved on the balance sheet (001-2470021). Remaining funds are carried forward to the following years' budget.

DMW

State Mosquito Control (dmw 1/4/24)

Budgeted CF = 14,396

need to amend by ($ 9535)

reduce 0281-55201

DW

134 1

DETAIL BUDGET REQUEST
2023/2024 FISCAL YEAR

DEPARTMENT: MOSQUITO CONTROL (STATE)
DEPARTMENT #: 0281

PREPARED BY: Gary Wamblott
(Department Head Signature & Date)

Expenditure Acccount #	Account Description	Amount	
51200	**REGULAR SALARIES & WAGES** Wages (57%) for Heather Jensen	$25,348	+ 1186
52110	**FICA/MEDICARE** 7.65% x 1 Employee @ 57%	$1,940	+ 92
52200	**RETIREMENT CONTRIBUTIONS** 13.57% x 1 Employee @ 57%	$3,440	+ 162
52300	**HEALTH INSURANCE** ~~$9,341~~ $9,711 x 1 Employee @ 57%	$5,537	
52320	**LIFE INSURANCE** $58.32 x 1 Employee @ 57%	$33	
52400	**WORKERS COMPENSATION** 6.4% x 1 Employee @ 57%	$1,625	+ 32
55210	**GEN. OPERATING SUPPLIES**	~~$1,232~~ ~~15,868~~ 14396	DWelch 9/7/23

reduced to Balance Budget DW 9/7/23

Carry-forward (projected)	$ 14,793
2023 State Funding	$ 38,998

TOTAL WITH CARRY FORWARD ~~$53,783.00~~ $53,791 DWelch 7/3/23

6/13/2023 Amanda Pemberton

Revenue: 001-3356300

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a SHORTFALL of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than that of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	Account	Account Name
$ (6,179)	001-3347100	State Aid Library Grant
$ (6,938)	001-3899010	Cash Carry Forward
$(13,117		
$(13,117)	0431-56200	Capital Outlay / Buildings

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

The actual balance of **designated funds** at FYE'23 and the amount of the FY'24 grant was less than budgeted

SUNGARD PENTAMATION, INC.
DATE: 01/08/2024
TIME: 14:09:17

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0431'
ACCOUNTING PERIOD: 4/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-571 LIBRARIES
TOTL/DEPT-0431 LIBRARY GRANTS-STATE AID

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	45,552.00	45,552.00	.00	12,024.00	33,528.00	26.40
52110	FICA/MEDICARE TAXES	3,486.00	3,486.00	.00	919.78	2,566.22	26.38
52200	RETIREMENT CONTRIBUTIONS	5,266.00	5,266.00	.00	1,389.90	3,876.10	26.39
52300	HEALTH INSURANCE	9,714.00	9,714.00	.00	2,428.50	7,285.50	25.00
52320	LIFE INSURANCE	59.00	59.00	.00	14.58	44.42	24.71
52400	WORKERS' COMPENSATION	594.00	594.00	.00	.00	594.00	.00
52500	UNEMPLOYMENT COMPENSATIO	493.00	493.00	.00	.00	493.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	27,040.00	27,040.00	.00	.00	27,040.00	.00
	TOTAL LIBRARY GRANTS-STATE AI	92,204.00	92,204.00	.00	16,776.76	75,427.24	18.20
	TOTAL GENERAL FUND	92,204.00	92,204.00	.00	16,776.76	75,427.24	18.20
TOTAL REPORT		92,204.00	92,204.00	.00	16,776.76	75,427.24	18.20

0 • C

92 • 204 • 00 +
6 • 179 • 00 -
6 • 938 • 00 -
999
79 • 087 • 00 *

actual CF= 23,862

FY24 approved grant = 55,225

79,087

reduce FY24 Budget
By (6,179) State aid
(6,938) CF
(13,117) total = total Budget FY24

(7)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024 to be in excess of the advertised budget.

BE IT RESOLVED that the listed appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
$7,553	001-3899010	General Fund-Cash Brought Forward
$7,553	0453-59922	KB Boat Ramp Op - Sinking Fund

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Actual balance of carry forward / designated funds at FYE'23 were more than projected / budgeted in the FY'24 budget

BOAT RAMP / KEATON BEACH BOAT RAMP FUNDS (#0453)

BEGINNING BALANCE 10/1/22			$ 325,595.67	
REVENUE:				
BOAT RAMP FEES - ON SITE COLLECTIONS			$ 20,517.54	001-3479010
BOAT RAMP DECAL FEES - TAX COLLECTOR		**(A)**	$ 50,051.62	001-3479011
TOTAL REVENUE			$ 70,569.16	
EXPENDITURES:			($36,994.07)	#0453
SALARIES & BENEFITS	($11,912.47)			
OPERATING EXPENDITURES (utilities,maintenance,general operating,etc.)	($25,081.60)			
CAPITAL OUTLAY	$0.00			
ENDING BALANCE 9/30/23 - subtotal			**$ 359,170.76**	
Funding (Decal Fees) Utilized for other Boat Ramps			**$ (11,618.14)**	
Steinhatchee Boat Ramp	#0451-0P	$ (10,827.87)		ref.attached analysis
Aucilla Boat Ramp	#0463	$ -		ref.attached analysis
Dark Island Boat Ramp	#0449	$ (790.27)		ref.attached analysis
ADJUSTED ENDING BALANCE 9/30/23			**$ 347,552.62**	**(*)**

(*) This amount is "reserved" at fiscal-year end as "Reserve - KB Boat Ramp Funds **(Account 001 - 2470024)**

Actual CF @ 9/30/23

(Funds are carried forward each year and are budgeted to "operate, improve, maintain and repair Keaton Beach Boat Ramp", per County Ordinance No. 2002-5 --- decal fees used for all ramps

Budget CF $340,000

(A) The decal fees are initially recorded and allocated to this department, for tracking purposes. Decal fees are used for the other boat ramps as necessary.

need to amend FY24 Budget By + 7,553

DW 1/3/24

KB Boat Ramp Fund (1/3/24 dmw)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$48,287	107-3342014	FL Firefighter Assistance Grant
Expenditures:		
$48,287	0197-01-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

New Fire Grant FY' 24 - FL Firefighter Assistance Grant

DocuSign Envelope ID: 86E27704-7514-4E90-8057-0D214891184F

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment (PPE), self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

DocuSign Envelope ID: 86E27704-7514-4E90-8057-0D214891184F

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed $48,286.80 for the grant period during the 2023-2024 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:
To purchase five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$7,896	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		County Fire-
$2,225	0192-51400	Overtime
$ 170	0192-52110	FICA/Medicare Taxes
$ 727	0192-52200	Retirement
$ 74	0192-52400	Workers Compensation
$4,700	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Reimbursement received by the BCC for Taylor County Fire Rescue staffing provided at the Iron Horse Mud Ranch in October

INVOICE

Taylor County Fire Rescue

501 Industrial Park Dr.
Perry, FL 32348
[Phone] 850-838-3522 [Fax] 850-838-3524

INVOICE NO. 10302023
DATE 10/30/23
CUSTOMER P.O.

TO

Iron Horse Mud Ranch

8999 US 19
Perry, FL 32348

Remit Payment to

Taylor County B.O.C.C.
Attn: Finance
P.O. Box 620
Perry, FL 32348

JOB

Fire Dept. Event Staffing 10/12/2023 - 10/14/2023

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Fire Apparatus	47.00	$100.00	$4,700.00
Fire Fighter Staffing	94.00	$34.00	$3,196.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTAL DUE	$7,896.00

RECEIVED
NOV 15 2023
GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY.

	DOLLARS	CENTS
1		
2		
3		
4		
5	P1021	
6		
7	107-3699011	
8		
9	10123 Mud Bog	
10		
11	$ 7896	
12		
13		
14		
15	2024-104	
16		
17		
18		

ENTER TOTAL OF CHECKS HERE →

TAYLOR COUNTY BD OF COUNTY COMMISSIONERS
GENERAL FUND
PO BOX 620
PERRY FL 32348

TOTAL ITEMS

TOTAL DEPOSIT $

Capital City Bank PERRY OFFICE
PERRY, FL

63-68/631
074

DATE 11/1/

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
FRONT SIDE TOTAL		
REVERSE SIDE TOTAL		

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$(6,765)	001-3899010	Cash Brought Forward
Expenditures:		Sheriff Crime Prevention Fund -
$(6,765)	0245-55103	Equipment < $1,000

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

The actual balance of **designated funds** at FYE '23 was less than projected/budgeted in the FY'24 budget

SHERIFF'S CRIME PREVENTION FUND

BEGINNING BALANCE 10/1/22			$52,822.53
FY RECEIPTS			$9,953.37
	3481302	$ 2,320.12	
	3482302	$ 6,371.11	
	3485304	$ 1,262.14	
FY EXPENDITURES	#0245		
		$ (16,790.00)	-$16,790.00
ENDING BALANCE 9/30/2023			**$45,985.90** (*)

actual CF

Budget CF
52,750
DIFF $6,765

Amend FY24 Budget

(*) This amount is reserved on the balance sheet (acct# 001-2470027).
These funds "carry-forward" each year.

Section 775.083 Florida Statutes - $20 court cost fee received by the BCC - used for crime prevention programs in the County, including safe neighborhood programs.

DMW

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$52,380	003-3314118	FAA Apron High Mast Edge Lights
Expenditures:		FAA Apron High Mast Edge Lights
$52,380	0523-01 53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/08/2024
TIME: 15:18:53

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0523-01'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0523-01 FAA APRON HIGH MAST EDGE

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	52,380.00	52,380.00	.00	52,380.00	.00
	TOTAL FAA APRON HIGH MAST EDG	.00	52,380.00	52,380.00	.00	52,380.00	.00
	TOTAL AIRPORT FUND	.00	52,380.00	52,380.00	.00	52,380.00	.00
TOTAL REPORT		.00	52,380.00	52,380.00	.00	52,380.00	.00

↓

actual balance @ FYE '23

did not budget in FY '24

Amend.

Dwelch
1/8/24

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$60,000	003-3344126	FDOT Design/Constr Taxiway
Expenditures:		FDOT Design/Constr Taxiway
$60,000	0549-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/08/2024
TIME: 16:40:13

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: exp'edgr.key_orgn='0549'
ACCOUNTING PERIOD: 4/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0549 FDOT DESIGN/CONST TAXIWAY

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	140,000.00	140,000.00	.00	.00	140,000.00	.00
56300	CAPITAL/INFRASTRUCTURE	2,825,321.00	2,825,321.00	.00	.00	2,825,321.00	.00
	TOTAL FDOT DESIGN/CONST TAXIW	2,965,321.00	2,965,321.00	.00	.00	2,965,321.00	.00
	TOTAL AIRPORT FUND	2,965,321.00	2,965,321.00	.00	.00	2,965,321.00	.00
TOTAL REPORT		2,965,321.00	2,965,321.00	.00	.00	2,965,321.00	.00

1

Amt. budgeted
in FY24

need to amend
by +60,000 (0549-53401)

DWelch
1/8/24

SUNGARD PENTAMATION, INC.
DATE: 01/08/2024
TIME: 16:40:38

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0549'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0549 FDOT DESIGN/CONST TAXIWAY

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	200,000.00	200,000.00	.00	.00	200,000.00	.00
56300	CAPITAL/INFRASTRUCTURE	2,825,321.00	2,825,321.00	.00	.00	2,825,321.00	.00
	TOTAL FDOT DESIGN/CONST TAXIW	3,025,321.00	3,025,321.00	.00	.00	3,025,321.00	.00
	TOTAL AIRPORT FUND	3,025,321.00	3,025,321.00	.00	.00	3,025,321.00	.00
TOTAL REPORT		3,025,321.00	3,025,321.00	.00	.00	3,025,321.00	.00

actual balance
@ FYE 9/2023
DWelch

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$25,165	001-3348202	Courthouse Improvements Grant
Expenditures:		Courthouse Improvements Grant
$ 165	0160-01-54610	R&M Bldg & Grounds
$ 25,000	0160-01-56400	C/O-Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 more than budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/05/2024
TIME: 14:28:06

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0160-01'
ACCOUNTING PERIOD: 4/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-519 OTHER GENERAL GOVT.
TOTL/DEPT-0160-01 COURTHOUSE IMPROVEMENT GR

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
54610	R&M BUILDINGS & GROUNDS	39,175.00	39,175.00	.00	.00	39,175.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	440,000.00	440,000.00	.00	.00	440,000.00	.00
	TOTAL COURTHOUSE IMPROVEMENT	479,175.00	479,175.00	.00	.00	479,175.00	.00
	TOTAL GENERAL FUND	479,175.00	479,175.00	.00	.00	479,175.00	.00
TOTAL REPORT		479,175.00	479,175.00	.00	.00	479,175.00	.00

1

Budgeted amt
FY24

Need to amend
Budget +25,165

(0160-01 - 56400 $25,000
0160-01 54610 $165)

SUNGARD PENTAMATION, INC.
DATE: 01/05/2024
TIME: 14:28:25

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0160-01'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-519 OTHER GENERAL GOVT.
TOTL/DEPT-0160-01 COURTHOUSE IMPROVEMENT GR

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	8,825.00	8,825.00	5,660.00	3,165.00	64.14
54610	R&M BUILDINGS & GROUNDS	.00	36,175.00	36,175.00	.00	36,175.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	.00	440,000.00	440,000.00	.00	440,000.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	25,000.00	25,000.00	.00	25,000.00	.00
	TOTAL COURTHOUSE IMPROVEMENT	.00	510,000.00	510,000.00	5,660.00	504,340.00	1.11
	TOTAL GENERAL FUND	.00	510,000.00	510,000.00	5,660.00	504,340.00	1.11
TOTAL REPORT		.00	510,000.00	510,000.00	5,660.00	504,340.00	1.11

actual Balance @ FYE '23

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$30,000	001-3315104	Restore Act/Spring Warrior Acq
Expenditures:		Restore Act/Spring Warrior Acq
$30,000	0213-03-53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 16th day of January, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY'24

SUNGARD PENTAMATION, INC.
DATE: 01/04/2024
TIME: 12:20:53

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0213-03'
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0213-03 RESTORE/SPRING WARR ACQ

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	21,686.00	21,686.00	.00	.00	16,686.00	.00
56100	LAND	570,000.00	570,000.00	.00	.00	570,000.00	.00
	TOTAL RESTORE/SPRING WARR ACQ	591,686.00	591,686.00	.00	.00	586,686.00	.00
	TOTAL GENERAL FUND	591,686.00	591,686.00	.00	.00	586,686.00	.00
TOTAL REPORT		591,686.00	591,686.00	.00	.00	586,686.00	.00

need to
Amend
FY24 budget
+ 30,000

0213-03 - 53101

DWelch
1/4/24

SUNGARD PENTAMATION, INC.
DATE: 01/04/2024
TIME: 12:21:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0213-03'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0213-03 RESTORE/SPRING WARR ACQ

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	51,686.00	51,686.00	.00	51,686.00	.00
56100	LAND	.00	570,000.00	570,000.00	.00	570,000.00	.00
	TOTAL RESTORE/SPRING WARR ACQ	.00	621,686.00	621,686.00	.00	621,686.00	.00
	TOTAL GENERAL FUND	.00	621,686.00	621,686.00	.00	621,686.00	.00
TOTAL REPORT		.00	621,686.00	621,686.00	.00	621,686.00	.00

Balance @ FYE '23

AIG

Renewal Warranty Acknowledgement

APPLICANT: _____ (Signature)

APPLICANT: Taylor County Board of Commissioners (Print Name)

DATE: _____

BROKER: Florida League of Cities Inc (Firm)

PO BOX 538135
Orlando, FL 32853-813 (Street Mailing Address)

Christopher Krepcho (Contact person)

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)

W237716 (License Number and State)

0596001124 (Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: $14

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Taylor County Board of Commissioners
Pol#: 007509952
Quote#: 101983

121187 (01/16)
CI5974

Policy Managers®
317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

December 19, 2023

Taylor County Board of
Commissioners
PO Box 620
Perry, FL 32348

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Taylor County Board of
Commissioners
Policy Number: FPL007509952
Expiration Date: 4/27/24

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Florida League of Cities Inc
PO BOX 538135
Orlando, FL 32853-8135

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®

Marisa Kraft
Account Executive
mkraft@policymanagers.com

cc: Christopher Krepcho
Florida League of Cities Inc
PO BOX 538135
Orlando, FL 32853-8135



Storage Tank Third Party Liability

TankGuard ® Renewal Warranty

NAMED INSURED: Taylor County Board of Commissioners
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL007509952
POLICY PERIOD: 4/27/24 - 04/27/25

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ $5,000 ☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

2023 / 2024 Fixed Asset Disposition Forms

Please Return to: Carley Ondash

Asset#	Item	Department	Reason	Year
7162	Power Shredder	Supervisor of Elections	Junked	2010
2607	Wooden Desk	Health Dept	Broken	
2528	Wooden Desk	Health Dept	Broken	
6462	TV	Health Dept	Broken	
5119	Clinic Chair	Health Dept	Broken	
4279	Upholstered Desk Chair	Health Dept	Broken	
3644	Upholstered Desk Chair	Health Dept	Broken	
5032	Computer	EM	Unable to Locate	2000
7116	Conference Table	EM	Unable to Locate	2009
7118	Convertible Seat / Day Bed	EM	Unable to Locate	2009
7119	Desk	EM	Unable to Locate	2009
7120	Storage Credenza	EM	Broken	2009
7376	Portable Radio	EM	Unable to Locate	2012
7377	Portable Radio	EM	Unable to Locate	2012
7379	Portable Radio	EM	Unable to Locate	2012
7381	Portable Radio	EM	Unable to Locate	2012
9117	Trailer & Equipment	EM	Unable to Locate	2010
4088	Concrete Building	EM	Inoperable	1996
4319	Siren/ Solar Panels	EM	Inoperable	1997/1998
4576	Siren System	EM	Inoperable	1998
4706	Water Tank / Paint	EM	Disposed by Previous EM Director	1999
4781	Warn Winch System	EM	Unable to Locate	1999
4980	Partition	EM	Unable to Locate	1999
4919	Two-Way Radio	EM	Broken	1999
5024	Winch Kit	EM	Unable to Locate	2000
5174	Portable Night Viewing System	EM	Broken	2000
5175	Portable Night Viewing System	EM	Broken	2000
5331	Mobile Sat Phone	EM	Broken	2001
5346	Two-Way Sat Phone	EM	Unable to Locate	2001

5461	Sat Radio / Mobile Repe	EM	Broken	2001 / 2004
5470	4' X 8' Enclosed Trailer	EM	Unable to Locate	2001 / 2005
5471	Carport	EM	Unable to Locate	2001
5479	Intercom	EM	Unable to Locate	2001
5517	Base Station	EM	Unable to Locate	2002
5874	Winch / Brushguard	EM	Unable to Locate	2003
6122	Extendo Bed 90"	EM	Unable to Locate	2003
6378	Repeater	EM	Unable to Locate	2005
6658	Trailer '05	EM	Unable to Locate	2005
6854	Phone System	EM	Unable to Locate	2006 / 2009
6952	LCD TV	EM	Unable to Locate	2006
6953	LCD TV	EM	Unable to Locate	2006
6954	LCD TV	EM	Unable to Locate	2006
6980	Whelan Encoder	EM	Unable to Locate	2007
7171	Generator	EM	Unable to Locate	2010
7332	Computer	EM	Unable to Locate	2011
7334	Portable Radio	EM	Unable to Locate	2011
7335	Portable Radio	EM	Unable to Locate	2011
7333	Portable Radio	EM	Unable to Locate	2011
7339	Network Storage Server	EM	Unable to Locate	2011
7367	Procure Switch	EM	Unable to Locate	2011
7382	Radio Transceiver	EM	Unable to Locate	2012
7383	Radio Transceiver	EM	Unable to Locate	2012
7390	Computer	EM	Unable to Locate	2012
7393	Computer	EM	Unable to Locate	2012
7456	Base Station	EM	Broken	2013
7488	Shelter Kit	EM	Unable to Locate	2013
7494	ARCGIS Licensing	EM	Unable to Locate	2013
7501	HDMI Matrix Switch	EM	Unable to Locate	2013
7505	White Board	EM	Unable to Locate	2014
7731	Video Conference System	EM	Unable to Locate	2016
9103	Fence @ EOC	EM	Unable to Locate	2006 / 2007
7458	Repeater	EM	Unable to Locate	Unknown
9196	Water Pump	EM	Unable to Locate	2014

6287	Printer	County Judge	Surplus	2004
6288	Printer	County Judge	Surplus	2004
7168	Copy Machine	Property Appraiser	Broken	2010
2177	Filing Cabinet	Property Appraiser	Broken	1978

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Grant Agreement NO. 23-10-28 additional terms and conditions for Rural Grant
MEETING DATE REQUESTED:	January 16, 2024

Statement of Issue: Documentation from State of Florida agreeing to all terms and conditions of the grant requirements in order to receive monies and request reimbursement from the 2023 Fall E911 Rural County Maintenance Grant.

Recommended Action: Sign Contract

Fiscal Impact: $ 8,494.27

Budgeted Expense: Yes_X__ No____ N/A____

Submitted By: Dakota Cruce

Contact: 850-838-1104 or dakota.cruce@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Beginning in 2020 the Department of Management services changed the procedure in which they grant monies and reimburse counties for rural and State grants. The changes made now require the Board of County Commissioner to sign off and agree to the terms of accepting the funds awarded.

Options:
1. Sign terms and conditions.
2. Do not sign terms and conditions.

Attachments:
1. Terms and Conditions.
2. County attorney feedback.
3. Email chain from county attorney feedback request and feedback from the State E911 Coordinator.
4. Finalized 2023 Fall Rural County Grant.
5. Quotes.
6. Sole Source.
7. Vendor Contracts.

Additional Terms and Conditions for Rural Grant

23-10-28

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and [Taylor] ("Grantee"), collectively referred to as the "Parties." The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 1A, 911 Rural County Grant Program (the "Application"), incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code (F.A.C.), and the Grantee's award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee's award letter, and these Additional Term and Conditions for Rural Grant, including its attachments and exhibits (collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. These Additional Term and Conditions for Rural Grant;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. the Grantee's award letter; and

2.1.4. the Grantee's submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on **October 20,2023** and ends on **April 30,2025**.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. This agreement is cost-reimbursement agreement or an agreement for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity that has demonstrated financial hardship pursuant to section 215.971(1)(h), F.S. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

2.5.1. Advance payments may be permitted under this agreement in accordance with Florida law and the Reference Guide for State Expenditures. Grantee shall provide DMS with all necessary information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

2.5.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.

2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

2.7. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to (911 System Maintenance)		
Performance Standard	**Documentation**	**Financial Consequences**
Complete all work to complete (911 System Maintenance- maintain operational E911 System, all equipment and software) in accordance with the Grantee's contract with its vendor.	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED $8,494.27		

5. CONTACTS AND NOTICE

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

Katie Kelly, Gov Operations Consultant
4030 Esplanade Way
Tallahassee, FL 32399

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the Emergency Communications Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

Dakota Cruce
P.O. Box 620
Perry, FL 32348

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of

State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.

7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies as set forth in Section 11. Remedies of this agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;

10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. Terminate this Agreement in accordance with Section 12, Termination, below;

11.2. Withhold or suspend the payment of all or any part of a request for payment;

11.3. Exercise any corrective or remedial actions, including but not limited to:

11.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;

11.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

11.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other

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

12. TERMINATION

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.

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

12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

12.5.1. Not incur new obligations for the terminated portion of the Agreement; and

12.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractor(s) and subcontractor(s).

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law, and at its expense will defend the Department against such claims; and

13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and

13.3. The Grantee's contractor(s) or subcontractor(s) shall disclose to the Grantee and the Department if it is on the Convicted Vendor List identified in section 287.133(2), F.S, or the Discriminatory Vendor List identified in section 287.134(2), F.S.

14. MANDATED CONDITIONS

14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

14.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

14.3. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

14.4. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., the Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement.

15. MISCELLANEOUS

15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relate to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

15.2. Payment and Invoicing

15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board. For requests for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity pursuant to section 215.971(1)(h), F.S., the Grantee shall submit all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.

15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall

also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement or payment of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

_____ Date: _____

Signature of County Representative authorized to bind the Grantee

_____

Printed Name

Grantor

_____

Department of Management Services Date: _____

_____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
Chapter 443, F.S. - Reemployment Assistance
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
Rule Chapter 69I-5 - State Financial Assistance
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State 911 Plan and Emergency Communications Board Statutes and Rules

Florida Statutes
Chapter 365, F.S. - Use of Telephones and Facsimile Machines
Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - Emergency Communications Board

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

   a. The Department at each of the following addresses:

      Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

      Or

      Paper copies:
      The Department of Management Services
      Emergency Communications Board
      4030 Esplanade Way
      Tallahassee FL, 32399

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

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

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

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

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

Part V: Record Retention

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: 911 Rural County Grant program

   State Awarding Agency: State of Florida, Department of Management Services
   Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone System Rural County
   Catalog of State Financial Assistance Number: 72.001
   Amount: $8,494.27

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. (23-10-28) between the Grantee and the Department, entered in State Fiscal Year 2023-2024.

DocuSign Envelope ID: 730A5BDB-05D8-465D-8C18-B9EA49E5F816

EMERGENCY COMMUNICATIONS BOARD
FLORIDA 911

Emergency Communications Boa
4030 Esplanade Way
Tallahassee, FL 32399-0950

October 20, 2023

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID #: 59-6000879

Subject: Fall 2023 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida Emergency Communications Board would like to congratulate you on your grant award of funding to improve or maintain the 911 system serving your county. According to the Fall 2023 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please try to have the agreement signed and returned no later than two months after the receipt of this award letter.

The following provides details concerning the Fall 2023 grant(s) to Taylor County:

Grant Number	CSFA #	Amount Requested	Amount Approved	Purpose	Date Board Awarded
23-10-28	72.001	**$8,494.27**	**$8,494.27**		
			$8,494.27	911 System Maintenance	10/19/2023
Total Grant Awards:			**$8,494.27**		

Board Members: Denise Adkins • Laurene J. Anderson • Christine Cooper • Keith Godwin

DocuSign Envelope ID: 730A5BDB-05D8-465D-8C18-B9EA49E5F816

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:
Denise Adkins
9B75A3594DF04D4...

Denise Adkins, Chairwoman
Florida Emergency Communications Board

DA/KR

cc: Taylor County 911 Coordinator

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

November 30, 2023

VIA E-MAIL AND RGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Rural Grant Agreement

Dear LaWanda:

Pursuant to your request, I have reviewed the above Grant Agreement, pages 1 – 9.

Based upon that, I make the following comments:

1. Paragraph 3 provides that the State's obligation to pay is contingent on appropriation by the Legislature.
2. Paragraph 9.1 Liability – I don't have a problem with paragraphs 9.1 and 9.2.
3. Paragraph 12 Termination - Terminate due to lack of funds – The Department will be the final authority as to the availability of funds. (This is one-sided).
4. Paragraph 15.1 – Governing Law and Venue. This provides that the agreement is construed pursuant to the laws of the State of Florida. Venue is Circuit Court in Leon County and the parties waive any right to jury trial. Of course, I don't like the venue in Leon County or the waiver of jury trial but I doubt one could get that changed.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. Salina Grubbs (via e-mail)

Subject: SKM_C25823113012260.pdf
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting the attachment and know the content is safe. Please call the sender if you were not expecting the attachment but know the sender.

Good morning,

I did receive a letter from Conrad, just haven't had a change to send to you until now, thanks for the reminder.

Can you check to see if the State would be willing to change the waiver of jury trial and venue, just to be thorough ?

Thank you !

LaWanda

lawanda reply for conrad relying his request. (see state coordinator reply)

From: Dakota Cruce
Sent: Wednesday, December 13, 2023 3:18 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: SKM_C25823113012260.pdf

Good afternoon,

Please see the State coordinators reply in reference to Mr. Bishop request for possibly changing venue for jury. Would this be good enough explanation as to why the change cannot be made? Since I have been coordinator the terms and conditions have been sent to him per protocol and this is the first time he has made note of this which has always been in the agreement since 2020.

Thank you,

Dakota Cruce
Taylor Co 911 Coordinator/TAC
108 N Jefferson St Suite 103
Perry, Fl 32347
Office 850-838-1104 (Mon-Fri 8am-5pm)
Work Cell 850-672-1976
Dakota.Cruce@taylorsheriff.org

Good afternoon Dakota.
We had forward your email to the DMS office of General Counsel.
In reference the change of venue, this is a general agreement we provide to all counties or grant recipients. If we were to change your grant agreement, potentially we would have to make 66 change of venue for all the other counties.
(to be fair with all the counties)
I don't think this change is warranted in this situation. We have used the same language for over three years, and this have never been an issue.

Leon

State Coordinator reply

Leon Simmonds | Statewide E911 Coordinator
Division of Telecommunications
(850) 921-0041 (Office)
Florida Department of Management Services
We Serve Those Who Serve Florida

How Are We Doing? Click Here to Take the DMS Customer Satisfaction Survey

The information contained in this e-mail and accompanying attachments may constitute agency cybersecurity information, collective bargaining strategy, attorney work product, or other confidential information that would be legally privileged and exempt from disclosure as a public record. The information is intended only for the addressee(s) indicated above. If you are not the intended recipient of this information, any disclosure, copying, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you received this e-mail in error, please notify the sender immediately by return e-mail or by calling (850) 544-8111 (Office). Additionally, please note that Florida has a very broad public records law. Unless expressly exempt, this or any other written communication with the agency may be subject to public disclosure.

Dakota Cruce

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Tuesday, January 2, 2024 9:09 AM
To: Dakota Cruce
Subject: RE: SKM_C25823113012260.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting the attachment and know the content is safe. Please call the sender if you were not expecting the attachment but know the sender.

I would say place on the agenda and the Board can decide if there is an issue with moving forward. Please included the email from the Statewide 911 Coordinator.

Thank you !

Lawanda

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners
http://www.taylorcountygov.com

From: Dakota Cruce <dakota.cruce@taylorsheriff.org>
Sent: Tuesday, January 2, 2024 8:44 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: FW: SKM_C25823113012260.pdf

Good morning,

I am still waiting to see if the State General Counsel will provide feedback to Mr. Bishop's request. But I was just following up as below my first email there is a statement made from the State 911 Coordinator. I was wondering if this would be a good enough explanation as he explains the reasoning to why the request most likely cannot be doable.

Thank you and Happy New Year!

Dakota Cruce
Taylor Co 911 Coordinator/TAC
108 N Jefferson St Suite 103
Perry, Fl 32347
Office 850-838-1104 (Mon-Fri 8am-5pm)
Work Cell 850-672-1976
Dakota.Cruce@taylorsheriff.org

911 RURAL COUNTY GRANT PROGRAM

Application and instructions for 911 Rural County Grant Program, revised July 2021
W Form 1A, Incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code, Rural County Grants

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Addendum I 21

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

3.0 Definitions

3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.

3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.

3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.

3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.

3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period

3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Doman Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

duration, duties relating to informational and technical services

3.10 Warranty Contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4.0 911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or
E911BoardElectronicGrantreports@dms.fl.gov

Email is the preferred method of receipt of all grant applications.

5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.

5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.

5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.

5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines

5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.

5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:

a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
c) Services or commodities provided by governmental entities do not require more than one quote.
d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.

5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.

5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.

5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.

5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.

5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

than 1 year.

5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

6.1 The following expenses will not be funded through this grant:

A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
B. Vehicle expenses
C. Wireline database cost
D. Outside plant fiber or copper cabling systems and building entrance cost
E. Consoles, workstation
F. Ariel photography expenses
G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.

C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

E. Training cost funding is limited to new system and equipment training.

F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7.0 Approval and Award

7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).

7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.

7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

8.0 Financial and Administrative Requirements

8.1 Grant funds shall be provided on a cost reimbursement basis.

8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.

8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.

8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.

8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over $5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.

8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.

8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold grant payments pending grantee correction of the deficiency,
- Disapprove all or part of the cost of the activity or action not in compliance,
- Suspend or terminate the current award for the grantee's project,
- Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.

8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.

8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

9.0 Grant Reporting Procedures

9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov.**

9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.

9.4 Funding continuance will be based on timely submission of quarterly reports.

9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.

9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.

9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.

9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.

9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.

9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**

9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

completion of the County's fiscal year.

Total Amount Requested: **$8,494.27**

Project Title: **Fall 2023 Taylor County Maintenance Grant**

1. Board of County Commissioners Chair: Jamie English

   Mailing Address: P.O. Box 620

   City: Perry

   State: Florida Zip: 32347 -

   Phone: (850) 838-3500 Fax: 850-838-3501

   Email Address: jenglish@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

   Mailing Address: 108 N Jefferson St. Ste. 103

   City: Perry

   State: Florida Zip: 32347 -

   Phone: (850) 838-1104 Fax: 850-584-7016

   Email Address: dakota.cruce@taylorsheriff.org

County Taylor

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

3. County Fact Information

A. Number of PSAP's One(1)

B. Number of Call-taking Positions per PSAP Four(4)

C. What equipment is requested in this grant application?
none

D. Financial Information:
What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? $50,000.00

1.) What are the current annual costs for maintenance of items included in 1.)? $55,718.77

2.) Total amount of E911 fee revenue received in the preceding year? $87,875.32

3.) Total amount of county carry forward funding retained in the preceding year? $0.00

4.) Current total amount of county carry forward funding? $189,629.00

5.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.16 multiplied by two) $52,725.20

6.) Minimum calculated amount for Applied Carry Forward Funding Calculation (Subtract the amount in D.4. subtracted by amount in D.5.) Insert in the Budget Report $136,903.80

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County is currently utilizing Solacom for our 4 (four) position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 (five) with an online database.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

-Eaton UPS Maintenance and Contract Renewal (03/15/2024-03/14/2025) Services, only 911. Flex 8 (eight) hour Rsp, 7x24 cvg. 1x per term: UPS preventative – maintenance, after hours (7x24), 1x per term, sealed battery preventative maintenance, anytime. EOSL status active.

Indigital annual support for MEVO Anywhere Kit used for disaster recovery. (04/01/2024-03/31/2025)

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment for over a decade.

7. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county with a population of under 22,000 people. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern". Without the funding this grant provides, wireless phase II operation at out center would be difficult to continue.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Taylor County is requesting these funds for projects or coverage that are needed for 2024-2025. Upon approval of the grant, a budget request will be provided to the Taylor County Board of County Commissioners. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to not void maintenance and warranty agreements.

County Taylor

10. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

Jamie English 8/22/23

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or COUNTY MANAGER DATE

Jamie English

Printed Name

Gary Knowles 8/22/23

WITNESS DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Addendum I

Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
b. Hosted System Service for subsequent years, after the first year.
c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
b. Lightning Protection Equipment
c. Uninterruptible Power Supply Equipment and or Generator Equipment
d. E911 Voice Recording Equipment
e. County E911 Standalone ALI Database Equipment
f. E911 Map Display Equipment
g. Net clock
h. New additional 911 Call Taker Position Equipment

PRIORITY 4: Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
b. GIS Centerline, point generation and map accuracy services
c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

County E911 Fiscal Information				
Item No.	E911 Fee Revenue			
1	County	taylor	Fiscal Year	2021-2022
2	Wireless Fee Revenue	$48,059.15		
3	Non-Wireless Fee Revenue	$19,193.40	(LEC, Wireline,& VoIP)	
4	Pre-Paid Fee Revenue	$20,622.77		
5	Total Fee Revenue	$87,875.32	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	
Item No.	E911 Allowable Expenditures			
6	Fee Revenue Expenditures	87,875.32		
Item No.	E911 Carry Forward & Excess Carry Forward			
9	Allowable Carry Forward	$26,362.60	Maximum Allowable (30% of Item #5)	
10	Actual Carry Forward	$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9	
11	Excess Carry Forward Recovery	$0.00		
Item No.	Contact Information			
12	Preparer's Name	Dakota Cruce		
13	Preparer's Title / Position	911 coordinator		
14	Telephone Number	850-838-1104		
15	Preparer's Email	dakota.cruce@taylorsheriff.org		
16	Date	11-30-22		

In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes

County E911 Fiscal Information

Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006
Requirements for County Carry Forward Funds & Excess Funding
04/2020

Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: Taylor	**Project Name:** Taylor County 2023 Fall Rural Grant		
Budget Categories			
Deliverables	**Unit Price ($)**	**Quantity**	**Total Amount ($)**
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
Eaton UPS support	$5,438.59	1	$5,438.59
Indigital annual support for MEVO Anywhere Kit for disaster recovery	$3,055.68	1	$3,055.68
		Overall Project Total	$8,494.27
		Carry Forward Funds Applied	$0.00
		Grant Request Total Less Carry Forward Applied	$8,494.27

Notes:

Signature, 911 County Coordinator

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: Eaton

COMMODITY: (General Description) UPS Maintenance back up for 911 system.

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

SOLE SOURCE CERTIFICATION:

1. ✓ :Parts/equipment can only be obtained from original manufacturer - not available through distributors. (Items 3,4,5, or 6 must also be completed.)
2. _____ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5, or 6 must also be completed.)
3. _____ Item/service owned by a private individual or corporation under trademark or patent.
4. _____ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5. _____ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below.)
6. ✓ Parts/equipment are required from this vendor to provide standardization. (Explain Below.)
7. _____ None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary.)

Maintenance to UPS can only be completed by a certified EATON tech or it will void any warranty

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: _____ Department: 911 Coordinator
Department Head Signature

Approved: _____ Date: 8/14/23
County Coordinator

Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172
Quote Date: 08/07/2023

Doug McAllister, Eaton Authorized Representative
Florida Critical Power, LLC
3016 Third Street, Suite 202
Jacksonville Beach, FL 32250
813-968-7013
Email: DougMcAllister@FloridaCriticalPower.com

Prepared For:
Billing Contact: Dakota Cruce, 911 Coordinator/TAC
Billing Company: Taylor County - Board of County Commissioners (BOCC)
PO Box 620
Perry, FL 32348
850-672-1976
Email: dakota.cruce@taylorsheriff.org

For Covered Equipment at Site:
Site Contact: Dakota Cruce, 911 Coordinator/TAC
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.

591 E Highway 27
Perry, FL 32347
850-672-1976
Email: dakota.cruce@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal

Coverage Start Date: 3/15/2024 **Coverage End Date:** 3/14/2025

Flex: 8 Hr Rsp, 7x24 Cvg Only
- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Site Location	Model	Serial Number		Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03		1
			Subtotal:	1

Grand Total Price: $5,438.59

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to DOUGMCALLISTER@FLORIDACRITICALPOWER.COM for processing.

Jamie K Chairmen 8/28/23

Accepted By: Name Title Date Purchase Order Number
Print Name:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

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EATON CORPORATION
UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation and its affiliates and wholly owned subsidiaries ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. **DEFINITIONS:** The terms listed below shall have the following meanings:
   "Battery" is the electric storage portion of a UPS.
   "Covered Equipment" is the equipment as listed on the quote.
   "CPM" is the Contracted Period of Maintenance or Hours of Service.
   "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
   "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
   "PCS" is Pre-Contract Survey inspection.
   "Power Module" is the electronic portion of a UPS or other power quality device.
   "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
   "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
   "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. **ELIGIBILITY:** All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. **HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. **ON-SITE RESPONSE TIME:** Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. **LABOR AND MATERIAL RATES:** Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. **ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. **CUSTOMER'S RESPONSIBILITY:**

A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractors option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

C. Escort - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

D. Access - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and

Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. **TERM AND TERMINATION**: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16.

9. **BATTERIES AND DROP SHIP ITEMS**: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

10. **END OF SERVICE LIFE ("EOSL")**: Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.

11. **INSURANCE**: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. **WARRANTY**: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. **ASSIGNMENT**: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. **INDEMNITY**: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,

regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.

21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

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Time and Material Service Rate Schedule
Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)	
Mon.– Fri., Business Hours (8AM – 5PM):	$330
Mon.– Fri., After Business Hours (5PM – 8AM):	$424
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	$526
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	$180
Minimum Labor Billing (minimum value range equal to above rates x hourly min.)	
Equipment below 200kVA, Five day or less response (4 hour min.):	$1,311 to $2,098
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	$1,967 to $3,148
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	$2,622 to $4,197
Travel & Living Expenses	
Transportation:	Automobile mileage included in labor rates
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual
Calculation of Labor and Mileage Charges:	Portal to Portal (travel labor and mileage)
Materials/Spare Parts:	Current List Price
Minimum billing:	$180 Domestic, $418 International
Parts Expedite Fees	
Mon.– Fri., Business Hours (8AM – 5PM):	$180
Mon.– Fri., After Business Hours (5PM – 8AM):	$393
Weekends and Holidays:	$625
Freight Expense	
Freight – FOB Factory:	$119 Minimum
Same Day Delivery:	$299 plus freight
Depot Repair Labor:	$180 per hour
Minimum Billing:	$180
Expediting Fee:	$149

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSE's are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, or onboard a ship that has left port, etc.).

Eaton Corporation

Attachment X-1 Time and Material Rate Schedule

Time and Material Service Rate Schedule
Attachment X-1

Powering Business Worldwide

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM)	$350
Mon. – Fri., After Business Hours (5PM – 8AM)	$449
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight)	$558
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	$191

Minimum Labor Billing
* minimum value range equal to above rates x hourly minimum

Equipment below 200kVA, Five day or less response (4 hour min.)	$1,390 to $2,224
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.)	$2,085 to $3,337
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.)	$2,779 to $4,449

Travel & Living Expenses

Transportation	Mileage included in labor rates
All others (air fare, car rental, tolls, etc.)	Actual
Lodging & Meals	Actual

Calculation of Labor and Mileage Charges: Portal to Portal (travel labor and mileage)

Materials/Spare Parts:

Materials/Spare Parts	Current List Price
Minimum billing	$191 Domestic, $443 International

Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM)	$191
Mon. – Fri., After Business Hours (5PM – 8AM)	$417
Weekends and Holidays	$663

Freight Expense

Freight–FOB Factory	$126 Minimum
Same Day Delivery	$317 plus freight

Depot Repair Labor

Depot Repair Labor	$191 per hour
Minimum Billing	$191
Expediting Fee	$158

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSE's are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, or onboard a ship that has left port, etc.).

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Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance
Scope of Work
Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS).** Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. **Visual Inspection**
   a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
   b. Inspect all power connections for signs of overheating
   c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
   d. Inspect all DC capacitors for signs of leakage
   e. Inspect all AC capacitors for signs of leakage
   f. Inspect and inventory all customer-owned spare parts
   g. Inspect for, and perform as required, any open engineering changes
   h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. **Internal Operating Parameters**
   a. DC Ground Detection Offset (if applicable)
   b. Inverter leg current average balance (if applicable)
   c. Output filter current average phase balance
   d. Rectifier bridge current average leg balance
   e. AC Protection settings are checked
   f. DC Protection settings are checked
   g. Input and Output Frequency and Voltage Bandwidth settings are checked
   h. Verify DC filter capacitance
   i. Verify AC tank and trap filter capacitance
   j. Power Supply voltages and waveforms
   k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
   l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

3. **External Operating Parameters**
   a. System Input Voltages (all phases)
   b. System Input Currents (all phases)
   c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
   d. Rectifier phase on and walk up
   e. Inverter phase on and walk up

f. Adjust all panel meters to measured values
g. System Bypass Voltages (all phases)
h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
i. Outage simulation, and battery capability testing, and verify charger current limit
j. Generator operation and interface verification (if applicable)

4. **Environmental Parameters**
   a. UPS area ambient temperature and condition of ventilating equipment
   b. General Cleanliness of UPS Power Module
   c. General Cleanliness of UPS area
   d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
   e. Clean outside of UPS including control panel/CRT screen
   f. Flywheel only: Drain oil and change oil and filters **NOTE: One (1) oil and filter change per year.**

5. **Battery Cabinet Checks**
   a. General appearance of Battery System (all types)
   b. General cleanliness of Battery System area (all types)
   c. Inspect cells for physical abnormalities
   d. Inspect all DC connections for abnormalities
   e. Battery System area ambient temperature and condition of ventilating equipment
   f. For internal batteries only measure and record:
      i. Overall battery float voltage
      ii. Charger output current and voltage
      iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
      iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. **Monitoring System Parameters**
   a. Alarm archive review and printing
   b. Alarm lamp test-local and remote (if applicable)
   c. Replace all open monitor bulbs
   d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
   e. Review Battery Test in history (if applicable)

7. **General**
   a. Customer Consultation
   b. Verbal Recommendations
   c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit[1]:	Below 100W/Jar	100W+/Jar
A. Measure and Record the following:		
1. Individual cell/battery float voltages and overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
6. Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes
B. Visually inspect conditions and appearance of the following:		
1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area	Yes	Yes
5. Battery monitoring equipment (if present)	Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes
C. Perform cleaning of all accessible surfaces as required	Yes	Yes
D. Performed Once Per Calendar Year: The yearly maintenance procedure should include all of the above with the addition of the following:		
1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.	No	Yes
E. Reporting Each Preventive Maintenance Visit:		
1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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Eaton UPS Flex Onsite Service Parts and Labor Coverage
Scope of Work
Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

Electronics Corrective Maintenance Coverage: Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor and full fan replacements. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link electrolytic capacitors are eligible for inspection and repair at no extra charge (excludes AC input/output oil filled and DC oil filled battery capacitors). In the 9390 and 9395 models, only the AC input/output oil filled and DC oil filled battery capacitors will be recommended for replacement cycles (expected useful life of (7) years).

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1. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.

2. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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Powering Business Worldwide

Eaton Ancillary Device Parts and Labor Coverage
Scope of Work
Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

Covered ancillary device types (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit

- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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SOLE SOURCE CERTIFICATION

VENDOR NAME: Indigital

COMMODITY (General Description): **Disaster Recovery Mevo anywhere kit (911 back up)**

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most ole source products or services).

SOLE SOURCE CERTIFICATION:

1. __x___ Parts/equipment can only be obtained from original manufacturer – not available through distributors. (Items 3, 4, 5, or 6 must also be completed).
2. _____ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5 or 6 must also be completed)
3. __x___ Item/service owned by a private individual or corporation under trademark or patent.
4. ___x__ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain below)
5. ___x__ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below)
6. __x___ Parts/equipment are required from this vendor to provide standardization. (Explain below)
7. _____ None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary) This vendor is the only one to provide a true disaster recovery go kit that is not dependent on the on sight 911 system functioning. The annual support is needed to ensure continuous operations and repairs if needed. Only the vendor parts can be used or it voids warranty.

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: _____ Department: E911

Department Head Signature

Date: 3-15-23

Approved: _____

Purchasing Department

Sales: Jennifer Poole jpoole@indigital.net
407-314-3534

Taylor County FL 4/1/24 through 3/31/25 | Budgetary Quote: 8/15/23 | Population Served **21,796**

Line	Quantity	Description	Accounting Metric	Unit Price	Line Total
1		**Monthly Recurring Charges**			
2	1	Mevo Anywhere Kit	Population	$254.64	$254.64
		Monthly Recurring Subtotal			$254.64
		Yearly Recurring Subtotal			$3,055.68

Note: 4 Desktop Included for NGCS Project are not inlcuded in this support and will be billed at cut-over.

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

July 5, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Stacy Roberts
Market Manager/INdigital
1616 Directors Row
Fort Wayne, IN 46808
sroberts@indigital.net

Re: INdigital Conract

Dear Ms. Roberts:

Thank you for your e-mail of June 30, 2022, with the changes I requested in the above-mentioned Contract.

I am by copy of this advising our County Administrator and Clerk, Hon. Gary Knowles that the said Contract is ready to be brought before the Board.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. LaWanda Pemberton (via e-mail)

DocuSign Envelope ID: 38609D1E-01B2-4F83-952 F0A79F ORIGINAL

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose	Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.
Type of Agreement/Document	☒ Original Agreement ☐ Amendment
2. Parties/Notices:	
INdigital:	Communications Venture Corporation (d/b/a INdigital) ("INdigital") 1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329 E-mail: contracts@indigital.net Attention: Contract Administration
Customer:	Taylor County ("**Customer**" and together with INdigital, the "**Parties**", and, each, individually, a "**Party**") Address: 591 US Highway 27 Perry, FL 323 Phone: 850-838-1104 E-mail: katie.morrison@taylorsheriff.org Contact Person: Katie Morrison
3. Effective Date	_____ ("**Effective Date**").
4. Software	Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
5. Territory	Taylor County, Florida ("**Territory**").
6. Permitted Use	Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").

ORIGINAL

7. Installation	INdigital will deliver and install one copy of the Software to Customer.
8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.
9. License Fee	Fee: See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.
11. Term	**Initial Term**: From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions. **Renewal Terms**: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
12. Exhibits	☒ **Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). ☒ **Exhibit B** – Designated Sites ☒ **Exhibit C** – Software/Services Description ☒ **Exhibit D** – Payment and Fees
13. Other Agreements between Parties	☐ Equipment Purchase and Sale Agreement ☐ Support and Maintenance Agreement
14. Representative	Name: Stacy Roberts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Taylor County

CUSTOMER:

Thomas Demps

Thomas Demps

Name: Chair

Title:

Date: 7.11.2022

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

DocuSigned by:

Jeff Humbarger

2C7D8E3B5D4483...

Name: Jeff Humbarger

Title: CFO

Date:

DocuSign Envelope ID: 38609D1E-01B2-4F83-952 F0A79FA04C

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

1. **DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

1.1. "**Acceptance Testing**" has the meaning set forth in Section 4 of these Terms.

1.2. "**Action**" has the meaning set forth in Section 8.2(d) of these Terms.

1.3. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.4. "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.

1.5. "**Confidential Information**" has the meaning set forth in Section 5.1 of these Terms.

1.6. "**Controlled Technology**" means any software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

1.7. "**Customer**" has the meaning set forth in the preamble to these Terms.

1.8. "**Designated Sites**" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.

1.9. "**Disclosing Party**" has the meaning set forth in Section 5.1 of these Terms.

1.10. "**Documentation**" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.11. "**Effective Date**" has the meaning set forth in Section 3 of the Agreement.

1.12. "**Force Majeure Event**" has the meaning set forth in Section 14.1 of these Terms.

1.13. "**Indemnitee**" has the meaning set forth in Section 11.3 of these Terms.

1.14. "**Indemnitor**" has the meaning set forth in Section 11.3 of these Terms.

1.15. "**INdigital**" has the meaning set forth in the preamble to these Terms.

1.16. "**INdigital Indemnitee**" has the meaning set forth in Section 11.2 of these Terms.

1.17. "**Initial Term**" has the meaning set forth in Section 9.1 of these Terms.

1.18. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.19. "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.20. "**Loss**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.

1.21. "**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

1.22. "**New Version**" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.

1.23. "**Parties**" has the meaning set forth in the preamble to these Terms.

1.24. "**Party**" has the meaning set forth in the preamble to these Terms.

1.25. "**Payment Failure**" has the meaning set forth in Section 9.3(a) of these Terms.

1.26. "**Permitted Use**" has the meaning set forth in Section 6 of the Agreement.

1.27. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.28. "**Receiving Party**" has the meaning set forth in Section 5.1 of these Terms.

1.29. "**Renewal Term**" has the meaning set forth in Section 9.2 of these Terms.

1.30. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.

1.31. "**Software**" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

1.32. "**Term**" has the meaning set forth in Section 9.2 of these Terms.

1.33. "**Territory**" has the meaning set forth in Section 5 of the Agreement.

1.34. "**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

1.35. "**Warranty Period**" has the meaning set forth in Section 10.2 of these Terms.

2. **LICENSE.**

2.1. License Grant. Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

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Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. USE RESTRICTIONS. Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

(a) copy the Software, in whole or in part;

(b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software or Documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

(h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;

(i) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. DELIVERY AND INSTALLATION. INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("**Acceptance Testing**") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

1.1. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

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rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. **CONFIDENTIALITY.**

5.1. **Confidential Information.** In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2 of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. **Exclusions and Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due, including attorneys' fees, court costs and

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collection agency fees; and

(b) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. **No Deductions or Setoffs**. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. SECURITY MEASURES. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1. **Intellectual Property Ownership**. Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. **Customer Cooperation and Notice of Infringement**. Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. **TERM AND TERMINATION.**

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

9.3. Termination. The Agreement may be terminated at any time:

(a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("**Payment Failure**");

(b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or or custodian for a substantial part of its property;

(e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for

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clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

(a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);

(b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and

(c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of 90 days from the Effective Date (the "Warranty Period"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

(a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;

(b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

(d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

(e) the operation of, or access to, Customer's or a third party's system or network;

(f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

(g) Customer's material breach of any provision of the Agreement (including these Terms);

(h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

(i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:

(a) replace any damaged or defective media on which INdigital supplied the Software;

(b) amend, supplement or replace any

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incomplete or inaccurate Doocumentation;

(c) repair the Software;

(d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or

(e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INdigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

(a) Third-Party Materials;

(b) patent issued on a patent application published after the Effective Date;

(c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(d) modification of the Software other than: (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or

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actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "**INdigital Indemnitee**") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the

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above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

12. **EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

13. **FORCE MAJEURE.**

13.1. **No Breach or Default**. In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

13.2. **Obligations**. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. **MISCELLANEOUS.**

14.1. **Further Assurances**. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

14.2. **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.3. **Notices**. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.4. **Interpretation**. For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean

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the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

14.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

14.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

14.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

14.9. Amendment and Modification; Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

14.11. Governing Law; Submission to Jurisdiction. Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) in and for Taylor County, Florida. The agreement will be governed by the laws of the State of Florida.

14.12. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to

post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

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EXHIBIT B

Designated Sites

591 US Highway 27
Perry, FL 32347

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EXHIBIT C

Software / Services Description

1. **Database Services –**

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital,

2. **Routing Services –**

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

3. **Network Services –**

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

4. **MEVO Services –**

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed as a MEVO Anywhere Kit. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to ratify the Chairman's signature on the final Performance Progress Report (PPR) and Federal Financial Report (FFR) submitted to the U. S Department of Treasury to close out the Canal Dredging Grant received for the design, engineering, required studies and surveys, permitting, and preparation of bid documents for the dredging of canals at Keaton Beach and the Steinhatchee Boat Ramp Basin.**
MEETING DATE REQUESTED:	**January 16, 2024**

Statement of Issue: Board to ratify the Chairman's signature on the final PPR and FFR submitted to the Department of Treasury for the Canal Dredging Grant.

Recommended Action: Ratify the Chairman's signature.

Fiscal Impact: The County was awarded a grant in the amount of $148,500 and expended $145,028.45. The remaining funds in the amount of $3,471.55 will be returned to the Pot 1 RESTORE Act grant funding for future projects. Reimbursement has been received for the funds expended.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a grant in the amount of $148,500 for the design, engineering, required studies for permitting, permitting, and preparation of bid documents for the dredging at Keaton Beach and Steinhatchee Boat Ramp basin. All work has been completed by WSE (the firm selected for the project) and Kenneth Dudley, County Engineer. The County is ready to move forward with the actual dredging when funding is available. All project administration documents have been submitted to the Department of Treasury for approval. Langton & Associates had been the original grant administrator however, the County took over the administration in October 2022.

Attachments: Final FFR and PPR.

View Burden Statement

According to the Paperwork Reduction Act, as amended, 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 4040-0014. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. If you have comments concerning the accuracy of the time estimates or suggestions for improving this form, please write to: US Department of Health and Human Services, OS/OCIO/PRA, 200 Independence Ave, SW, Suite 336-E, Washington DC 20201. Attention: PR Reports Clearance Officer.

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by FederalAgency (To report multiple grants, use FFR Attachment)
Treasury Office of Gulf Coast Restoration	RDCGR230118

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name:	Taylor County Board of Commissioners		
Street 1:	201 E. Green Street		
Street 2:			
City:	Perry	**County:**	Taylor
State:	FL: Florida	**Province:**	
Country:	United States of America	**ZIP / Postal Code:**	32347

4a. UEI	4b. EIN	5. Recipient Account Number or Identifying Number(To report multiple grants, use FFR Attachment)
REHMLLBHALS6	59-6000879	

6. Report Type	7. Basis of Accounting	8. Project/Grant Period	9. Reporting Period End Date
Final		From: July 1, 2020 To: December 31, 2023	December 31, 2023

10.Transactions	Cummulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	$145,028.45
b. Cash Disbursements	$145,028.45
c. Cash on Hand (line a minus b)	$0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$148,500.00
e. Federal share of expenditures	$145,028.45
f. Federal share of unliquidated obligations	$3,471.55
g. Total Federal share (sum of lines e and f)	$148,500.00
h. Unobligated balance of Federal Funds (line d minus g)	$0.00
Recipient Share:	
i. Total recipient share required	$0.00
j. Recipient share of expenditures	$0.00
k. Remaining recipient share to be provided (line i minus j)	$0.00
Program Income:	
l. Total Federal program income earned	$0.00
m. Program Income expended in accordance with the deduction alternative	$0.00
n. Program Income expended in accordance with the addition alternative	$0.00

o. Unexpended program income (line l minus line m or line n)	$0.00

11. Indirect Expense						
a. Type	**b. Rate**	**c. Period From**	**Period To**	**d. Base**	**e. Amount**	**f. Federal Share Charged**
g. Totals:				$0.00	$0.00	$0.00

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:
The project is 100% complete. All expenditures are complete and the County has made all reimbursement requests. There is a balance of $3,471.55 which the County will not be expending. The final reimbursement request in the amount of $21,315.69 was made December 18, 2023. All documents required for the project close out as well as documentation of expenditures will be an attachment to the final Performance Report.

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official

Prefix: Mr.
First Name: Jamie
Middle Name:
Last Name: England
Suffix:
Title: Chairman

b. Signature of Authorized Certifying Official:

c. Telephone (Area code, number and extension) 8508383500

d. Email Address dwelch@taylorclerk.com

e. Date Report Submitted

14. Agency use only:

View Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0406, which expires on 11/30/2022. The time required to complete this information collection is estimated to average 0.42 hours per response, including the time to review the instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have suggestions about the accuracy of the estimate, we would be happy to hear from you. You can email us at infocollection@acf.hhs.gov.

Performance Progress Report (PPR) Instructions

Report Submissions

1. The recipient must submit the PPR cover page and any of the forms (PPR A-F), which the Federal agency requires, as specified in the award terms and conditions.

2. The PPR must be submitted to the attention of the agency's points of contact specified in the "Agency Contacts" section of the award document in accordance with the requirements established in the award document.

3. If additional space is needed to support the PPR, supplemental pages should be attached. The additional pages must indicate the following at the top of each page: Federal Grant or other Identifying Award Number, Recipient Organization, DUNS Number, EIN, and period covered by the Report. Page numbers should be used if a particular page is used more than once.

Reporting Requirements

1. All recipients of grants or cooperative agreements awarded under all Federal programs that exceed $100,000 or more per project/grant period, excluding those that support research, are required to submit a PPR in accordance with the terms established in the award document.

2. The PPR must be submitted at least once yearly, on a quarterly, semiannual, or annual basis, as directed by the awarding Federal agency in the award document. A final PPR shall be required at the completion of the award agreement.

3. For interim PPRs, the following reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period.

"4. The frequency of required reporting is stated in the solicitation and award documents. Interim PPRs are due not later than 45 days after the end of each reporting period. Final PPRs are due not later than 90 days after the end of the reporting period end date. "

PERFORMANCE PROGRESS REPORT SF-PPR

1. Federal Agency and Organization Element to Which Report is Submitted Treasury Office of Gulf Coast Restoration	**2. Federal Grant or Other Identifying Number Assigned by Federal Agency** RDCGR230118	**3a. DUNS** 065887796 **3b. EIN** 59-6000879
4. Recipient Organization (Name and complete address including zip code) Taylor County Board of Commissioners 201 E. Green Street Perry FL: Florida 32347		**5. Recipient Identifying Number or Account Number**
6. Project/Grant Period **Start Date:**July 1, 2020 **End Date:**December 31, 2023		**7. Reporting Period End Date** December 31, 2023
8. Final Report? Yes	**9. Report Frequency** other ***If other, describe:*** Final Report	
10. Performance Narrative (Attach performance narrative as instructed by the awarding Federal Agency)		
11. Other Attachments (Attach other documents as needed or as instructed by the awarding Federal Agency) - Attachment: Restore Canal Dredger 23-24 Expenditures 12 31 2023 - Attachment: Restore Canal Dredge FDEP Permit 12 31 2023 - Attachment: Restore Canal Drerdge Add . Permit Info 12 31 2023 - Attachment: Restore Canal Dredge Bid Documents 12 31 2023 - Attachment: Restore Canal Dredge USACE Permit 12 31 2023 - Attachment: Restore Canal Dredge 22-23 Expenditure 12 31 2023 - Attachment: Restore Cana Dredge 21-22 Expenditure 12 31 2023 - Attachment: Restore Canal Dredge Expend 20-21 12 31 2023 - Attachment: Restore Canal Dredge FDEP Actual Permit 12 31 2023 - Attachment: Restore Canal Dredge USACE Permit Com. plete 12 31 2023		
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.		
	12b. Signature of Authorized Certifying Official	

12a. Typed or Printed Name and Title of Authorized Certifying Official Jamie English		
12c. Telephone (area code-number-extension) 8508383500	12d. Email Address jenglish@taylorcoountygov.com	12e. Date Report Submitted
13. Agency use only		

Performance Narrative

Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable).
All performance measures are 100% complete as well as the scope of work in the grant agreement. Permitting for both Keaton Beach Boat Ramp canals and Steinhatchee Boat Ramp basin are complete. The construction bid documents are complete and the project is ready to be bid out when the dredging funding is obtained. The permitting documents and the bid documents are an attachment to this report.

2) Summarize any key accomplishments, including milestones completed for the reporting period.
The permitting for the Steinhatchee Boat Ramp basin had been obtained the previous reporting period. The permitting was obtained this reporting period for the Keaton Beach Boat Ramp canal system. The Construction Bid Documents were completed this reporting period. As indicated in B-1 (1), the permit documents and the Construction Bid Documents are an attachment to this report.

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.
No additional contracts were awarded this reporting period.

4) If the recipient or any subrecipient 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.
Not applicable to this project.

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.
No risks, controversies. or issues that required mitigation strategies occurred. All Performance Measures are complete.

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.
The County had previously requested and received a contract extension to December 31, 2023 due to delays in the permitting process due to FDEP and USACE permitting backlogs. There were no other project delays. All project milestones and performance measures were met by December 31, 2023.

Section B-3:

1) Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.
There were no significant events or findings which impacted the project. The project progressed smoothly and all milestones and performance measures were met within the contract extension timelines.

Section B-4:

1) Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.
The County Engineer served as the Project Manager and updated the Board of Commissioners in public meetings. All Board documents are available to the public at www. taylorcountygov.com. In addition to documents being available on the website, the County will provide a hard copy of all project documents to any member of the public who makes a public records request. The Taylor County Human Resources Manager responds to all public records requests and can be reached at 850-838-3500.

Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
The County Engineer worked closely with WSE (the project contractor) and received monthly written reports. The County received copies of all studies which included : Environemental Data Collection, Hydrographic Survey, Sediment Data Collection and results of the sediment granular analysis. All permitting was provided directly to the County. The County Engineer worked with WSE on the completion of the bid document s and prepared the final bid documents.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings.
Not applicable for this project.

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
Not applicable for this project.

4) Describe any other activities or relevant information not already provided..
All activities are 100% complete and were completed as per the scope of work and all required milestones and deliverables.

Section B-6:

Summarize the activities planned for the next reporting period..
All deliverables and milestones are 100% complete.

View Burden Statement

OMB Approval No. 1505-0250

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, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE Act Milestones Report - Department of the Treasury

Instructions for Completing Form:
Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns G-H for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and H will calculate automatically and will show an error message unless the values in each column total 100%. These milestones should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative.

Applicant/Grantee: Taylor County Board of Commissioners (RA)

Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

Reporting Period Ending: December 31, 2023

A) Milestone Number	B) Milestone Description	C) Estimated Completion Timeframe of Milestone	D) Is milestone contingent upon completion of another milestone (Y/N)?	E) What percentage of the Scope of Work is estimated to be completed with this milestone?	G) Actual Completion Date of Milestone	H) Estimated percentage of budget for the awarded Scope of Work spent on milestone
1	Bid Soliciting Contracting and Notice To Proceed	20	No	10.00	February 28, 2022	0.00
2	Design and Permitting	41	1	70.00	October 31, 2023	75.00
3	Surveying	24	1	20.00	June 24, 2022	25.00

TOTAL

Scope of Work Percentage: 100.00%
% of Budget Spent: 100.00%

View Burden Statement

OMB Approval No. 1505-0250

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, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE Act Status of Performance Report

Instructions for Completing Form:
The purpose of this form is to report the status of progress toward reaching priority goals of the eligible Direct Component (DC) activity/Centers of Excellence (COE) discipline (i.e., measuring success, rather than listing milestones or tasks). Please focus on a discrete number of priority goals (1 to 3) and the corresponding performance measures.

Applicant/Grantee: Taylor County Board of Commissioners (RA)

Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

Goal(s):

The goals of the project were obtaining required permitting for the dredging of the Steinhatchee Boat Ramp basin and the canals at Keaton Beach Boat Ramp. Both boat ramps are heavily used and the dredging will provide improved access to the Gulf of Mexico. In addition to permitting, the Construction Bid Documents and associated technical specifications, cost estimate, and bid schedules were an essential performance goal.B

Reporting Period Ending: December 31, 2023

Measure #	Eligible Activity/ Discipline #	Measure	Baseline	Target	Target Date (month/ year)	Progress toward target (report period)	Progress toward target	Status/ Next Steps
1	DC 8 -- Planning assistance.	Hydrographic Survey	Completion of data collection	The priority goal of the project is obtaining the permitting required for dredging of the canals at Keaton Beach Boat Ramp and the basin at Steinhatchee Boat Ramp. In addition to permitting, completion of the Construction	January 24, 2022	100	`00	Moving forward with preparation of the bid documents

			and bathymetric data to complete survey	Bid Documents , associated technical specifications, costing and bid schedules are an essential performance goal.				was the next step and this is complete.
2	DC 8 -- Planning assistance.	60% Design Plans	60% Completion of design plans for the actual dredging	Completion of 60% Design Plans	November 25, 2022	100	100	The next step was moving forward with permitting and this is complete.
3	DC 8 -- Planning assistance.	Sediment Data Collection & Sampling	Completion of technical studies and documents required for permitting	Completion of reporting needed for permitting and the scope of work for the bid documents	June 24, 2022	100	100	The permitting process is complete as well as preparation of the bid documents
4	DC 8 -- Planning assistance.	Submission of permitting to USACE and FDEP	Approval of permit applications	Permit applications submitted and approved	January 27, 2023	100	100	Permitting has been completed and obtained. Bid dcouments are complete. All elements of the scope of work is complete.
	DC 8 --	Construction	Finalize drawings, technical specifications,					Construction bid documents

5	Planning assistance.	Bid Dcouments	cost estimate, and bid schedule as needed for completion of bid documents	Construction Bid Documents completed to procure dredging contractor	February 24, 2023	100	100	are complete.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to ratify the submission to two grant appropriation requests to DEM for Hurricane Idalia recovery funding assistance for the dredging of canals in Taylor County. The County submitted two applications. The first application was for the dredging of canals at Keaton Beach and Steinhatchee Boat Ramp basin and the second was for the dredging of canals at Dark Island, Cedar Island, and Dekle Beach.**
MEETING DATE REQUESTED:	**January 16, 2024**

Statement of Issue: The Board had previously approved submission of public infrastructure improvement and recovery applications to DEM for Hurricane Idalia recovery efforts for the dredging of canals on the County's coastline. The Board to ratify the applications submitted for the dredging.

Recommended Action: Board to ratify applications.

Fiscal Impact: The County requested funding in the amount of $3,816,000 for dredging of the canals at Keaton Beach and the Steinhatchee Boat Ramp Basin. The second application was in the amount of $1,251,600 and was for the design, engineering, permitting, and dredging of canals at Dark Island. The County is not required to provide a match to these funds if awarded.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Dredging was an eligible activity with the DEM Hurricane Idalia appropriation program. If awarded funding, the County would be able to move forward with the dredging of canals at Keaton Beach and Steinhatchee Boat Ramp Basin immediately as the design, engineering, permitting and preparation of bid documents has been completed with a Restore Act Department of Treasury grant. If awarded funding for Dark Island, Cedar, Island, and Dekle Beach the County would be able to move forward immediately with the design, engineering, preparation of bid documents and permitting of those canals system and the subsequent dredging thereof. The canals would be

eligible for funding with the Restore Act Department of Treasury funding; however it would be approximately 12 – 14 months before funding could be received from Treasury for Keaton Beach and Steinhatchee and a minimum of 5 years for additional canals to be dredged using Treasury funding.

Attachments: **DEM Grant Management Applications**

Grant Management

- Close Window
- Print This Page
- Expand All | Collapse All

APP-0437

Information

Application Number	APP-0437	**Legislative Appropriation Program**	Hurricane Idalia Legislative Appropriation Program
Agency	Taylor County	**Status**	New
Primary Contact	Lawanda Pemberton	**Alternate Point of Contact**	Jami Evans
County	Taylor	**Fiscally Constrained County**	☑
Project Type	Dredging of Public Waterways	**Determination Memo**	No
Scope of Work	The proposed project scope of work consists of the dredging of the Keaton Beach Canal System and the Steinhatchee Boat Basin. Both areas were in need of dredging however, Hurricane Idalia seriously exacerbated the need of the dredging. The County had previously been awarded RESTORE Act funding for the design, engineering, and permitting for the project but does not currently have funding for the dredging. The project involves the use of hydraulic dredging technologies to remove sediment from the Keaton Beach Canal System and the Steinhatchee Boat Basin to restore original depths. Dredged materials will be disposed of at the FDEP permitted Spoil Deposit site at Fish Creek or the Aucilla Class 1 Landfill depending on results of Toxicity Characteristic Leaching Procedure sampling results. Prior to transport for disposal, dredged materials will be staged in 20YD roll-off containers with trash/sand screens as well as 20YD roll-off containers lined with geotextile bags for dewatering. Copies of permit documents and project bid documents are an attachment to the funding request. Taylor County suffered catastrophic loss from Hurricane Idalia. Two weeks after Idalia, the County's primary employer, Georgia Pacific, announced permanent closure. Taylor County tourism is largely dependent on recreational fishing, boating, and scalloping and with this closure, tourism and the development thereof is even more critical. The need for dredging after Hurricane Idalia at the County's two primary public boating areas has become essential for the economy. As a fiscally constrained area, Taylor County is a designated Rural Area of Opportunity (RAO) and a Rural Economic Development Initiative (REDI)	**Applicant has 50/50 Match**	No

community.

Taylor County is ready to move forward immediately with the dredging when funding is available. Providing access to the Gulf for our commercial fishing industry as well as the tourism trade is critical to the local and regional economy and recovery from Hurricane Idalia.

Eligibility for Other Programs	No	**Estimated Request Amount**	$3,816,000

Contact Information

Grant Manager same as Primary Contact	☑	**Agency Grant Manager**	
Authorized Agent	Lawanda Pemberton		

Request for Information

RFI Reason		**Rejection Reason**	
Created By	Jami Evans, 1/3/2024, 2:32 PM	**Last Modified By**	Jami Evans, 1/3/2024, 2:32 PM

Notes & Attachments

Keaton-Steinhatchee Canal Dredging Bid Documents

Type	File
Last Modified	Jami Evans
Description	
	Download

10.03.2023_USACE_NWP Verif Letter_SAJ 2022-03595

Type	File
Last Modified	Jami Evans
Description	
	Download

7.21.2023_USACE_NWP with Enclosures_SAJ 2022-02997

Type	File
Last Modified	Jami Evans
Description	
	Download

5.4.2023_FDEP_ERP_62-0429224-001_Exemption

Type	File
Last Modified	Jami Evans
Description	
	Download

3.27.2023_FDEP_ERP_62-0413895-001 Individual Permit

Type	File
Last Modified	Jami Evans
Description	
	Download

2.28.2017_FDEP Permit 62-0209956-001-EE

Type	File
Last Modified	Jami Evans
Description	
	Download

Grant Management

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APP-0440

Information

Application Number	APP-0440	**Legislative Appropriation Program**	Hurricane Idalia Legislative Appropriation Program
Agency	Taylor County	**Status**	New
Primary Contact	Lawanda Pemberton	**Alternate Point of Contact**	Jami Evans
County	Taylor	**Fiscally Constrained County**	☑
Project Type	Dredging of Public Waterways	**Determination Memo**	No
Scope of Work	Taylor County is requesting funding assistance for the dredging of the canals at Dark Island, Cedar Island, and Dekle Beach which are located on the Gulf. The scope of work includes the design, engineering, permitting, acquisition of a spoil site (if applicable), and the actual dredging. The canals were in need of dredging however, Hurricane Idalia greatly increased the need for dredging. After Idalia there are areas in the canals that are impassible and/or only accessible during high tides. Hydraulic dredging technologies will be used to remove sediment and restore the canals to the original depths. Dredged materials will be disposed of after appropriate dewatering at an FDEP permitted spoil site or the Aucilla Class 1 landfill depending on toxicity levels of the spoil/sediment after appropriate sampling and testing. Taylor County suffered catastrophic loss from Hurricane Idalia and has been struggling to recover. Two weeks after Idalia, Georgia-Pacific, the County's primary employer announced the permanent closure of the cellulose manufacturing facility in Taylor County. The closure will have a serious negative impact on the local economy. Taylor County's tourism trade is largely based on recreational boating, fishing, and scalloping. Tourism and economic development are absolutely critical to the County's economy. Providing access to the Gulf is critical to both the local and regional economy. The public boat ramp at Dark Island is used to capacity year-round. Taylor County is a fiscally constrained area and is a designated Rural Area of Opportunity (RAO) as well as a Rural Economic Development Initiative (REDI) area. The dredging of the three canal	**Applicant has 50/50 Match**	No

systems is critical to the economy as well as disaster recovery measures needed for the County's coastline to recover from Hurricane Idalia.

On behalf of the County, Jones Edmunds & Associates, Inc. completed a Canal Dredging Preliminary Engineering Report which is an attachment to this application. The County is ready to move forward with the proposed project immediately upon approval of funding.

Eligibility for Other Programs	No	**Estimated Request Amount**	$1,251,600

Contact Information

Grant Manager same as Primary Contact	☑	**Agency Grant Manager**	
Authorized Agent	Lawanda Pemberton		

Request for Information

RFI Reason		**Rejection Reason**	
Created By	Jami Evans, 1/4/2024, 10:36 AM	**Last Modified By**	Jami Evans, 1/4/2024, 10:36 AM

Notes & Attachments

Canal Dredging Engineering Report-September2016

Type	**File**
Last Modified	**Jami Evans**
Description	

Download

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve amended SHIP Local Housing Assistance Plan (LHAP) to include the demolition of mobile homes and the construction of a site built home using disaster recovery funding from Hurricane Idalia. The update to the LHAP will not be in effect until approved by Florida Housing Finance Corporation.**
MEETING DATE REQUESTED:	**January 16, 2024**

Statement of Issue: **The County has received $3,060,000 in Hurricane Idalia Disaster Recovery funding to repair and/or demolish and the reconstruction a new home for qualified low-income families whose home was damaged by Idalia. The Board had previously approved moving forward with an amendment to the LHAP to include the demolition of damaged mobile homes and the construction of a site-built home. SHIP does not allow repairs to mobile homes.**

Recommended Action: **Approve amended LHAP.**

Fiscal Impact: **The County received $3,060,000 for housing disaster recovery related to Hurricane Idalia. The funding will be administered with the "regular" 2023-2024 SHIP funding and has the same program requirements and guidelines.**

Submitted By: **Melody Cox, Grants Writer**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The current LHAP does not allow for the demolition of mobile homes and the construction of a site- built home. Staff had requested an amendment to the LHAP to enable the County to assist mobile homes owners who suffered damage from Hurricane Idalia using housing disaster recovery funding. Before the amendment is in effect, Florida Housing Finance Corporation will need to approve the amendment. There will be a 30- day advertising period prior to accepting applications for assistance as per Florida Housing Finance and SHIP guidelines. There were no other changes made to the LHAP.**

Attachments: **SHIP Local Housing Assistance Plan (LHAP) 2021-2022, 2022-2023, 2023-2024.**

Florida Housing
Finance Corporation

TAYLOR COUNTY

Taylor County
Board of County Commissioners
taylorcountygov.com

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2021-2022, and 2022-2023, 2023-2024

Description	Page #
Section I, Program Details	**3**
Section II, Housing Strategies	**6**
A. Owner Occupied Rehabilitation	**6**
B. Purchase Assistance	**7**
C. Disaster Mitigation	**9**
D. Demolition/Reconstruction	**10**
Section III, Incentive Strategies	**11**
A. Expedited Permitting	
B. Ongoing Review Process	
Section IV, Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance)	

I. Program Details:

A. Name of the participating local government: *Taylor County*

Is there an Interlocal Agreement: [ ] Yes [X] No

B. Purpose of the program:
1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2021-2022, and 2022-2023, 2023-2024

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face or virtual meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

Priorities for funding described here apply to all strategies unless otherwise stated in the strategy: The County will accept applications during the advertised "Application Period" which will be minimum of 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

G. Special Needs Households
  a. Very low
  b. Low
  c. Moderate

H. Essential Services Personnel
  a. Very low
  b. Low
  c. Moderate

I. After Special Needs Set-asides and ESP goals are met
  a. Very Low
  b. Low
  c. Moderate

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government		
Third Party Entity/Sub-recipient	Government Services Group, Inc. – Administration	10%

R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Project Delivery Costs: In addition to the administrative costs listed above, the county will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

T. **Essential Service Personnel Definition (ESP): ESP includes** teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:**

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    a. Toilets: 1.23 gallons/flush or less,
    b. Faucets: 1.5 gallons/minute or less,
    c. Showerheads: 2.0 gallons/minute or less;
3. Energy Star qualified refrigerator;
4. Energy Star qualified dishwasher, if provided;
5. Energy Star qualified washing machine, if provided in units;
6. Energy Star qualified exhaust fans in all bathrooms; and
7. Air conditioning: Minimum SEER of 15. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.

V. **Describe efforts to meet the 20% Special Needs set-aside:** The county will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the down payment assistance, owner occupied rehabilitation, demolition/reconstruction, and disaster repair/mitigation strategies.

W. **Describe efforts to reduce homelessness:** The county will offer Down Payment Assistance to homeless persons that are eligible. Will make every effort to contact homeless advocate organizations and make them aware of the program.

Section II. LHAP Strategies:

A. Owner Occupied Rehabilitation	*Code 3*

a. Summary of Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. Other items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.

b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024

c. Income Categories to be served: Very-low, low

d. Maximum award: $35,000

e. Terms

1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Years in Loan term: 5 years

4. Forgiveness: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually.

5. Repayment: Not required as long as the loan is in good standing.

6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Eligible applicants must have homestead exemption. Applicants are limited to one-time assistance under the SHIP program with the following exception: Applicants that previously received Down Payment Assistance will be assisted up to the maximum amount total of $35,000 – Rehabilitation plus Down Payment Assistance amount received. Mobile homes are not eligible for rehabilitation assistance.

i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

B. Purchase Assistance	*Code 2*

a. Summary of Strategy: SHIP funds will be awarded for downpayment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024

c. Income Categories to be served: Very-low, low and moderate

d. Maximum award: Very Low and Low: $10,000
Moderate: $7,000

e. Terms:

1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Years in Loan term: 5 years

4. Forgiveness: the funds will be forgiven on a prorated basis so that 20% of the principal is forgiven annually.

5. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Applicants must secure a first mortgage by an approved lender. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for purchase assistance.

i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

C. Disaster Mitigation	*Code 5*

a. Summary of Strategy: Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:

   1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
   2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
   3. Repairs necessary to make the home habitable.
   4. Repairs to mitigate dangerous situations (exposed wires)

b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024

c. Income Categories to be served: Very-low, low and moderate

d. Maximum award: $70,000 for rehabilitation and $150,000 for demolition/reconstruction

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:

1. Must provide proof of homeowner's insurance, if uninsured not eligible.
2. Must file for and use proceeds from insurance as first option.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Mobile homes are eligible for disaster/mitigation assistance through rehabilitation or the demolition and/or removal of the mobile home and reconstruction of a site-built home.

D. Demolition/Reconstruction	*Code 4*

a. Summary of Strategy: The purpose of this strategy is to assist households whose homes are more than fifty-one percent (51%) structurally unsound as determined by a certified Housing Rehabilitation Inspector or Building Inspector.

b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024

c. Income Categories to be served: Very-low, low

d. Maximum award: $110,000

e. Terms

1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in Loan term: 20 years
4. Forgiveness: Loan is forgiven on a prorated basis so that 5% of the principal is forgiven annually.

5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Eligible applicants must have homestead exemption. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for Demolition/Reconstruction assistance.

i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

When contractors apply for a permit for a SHIP related project, the review and processing of that permit is given priority over other permits. It is moved to the front of the line and processed first.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The Comprehensive Plan Housing Element is reviewed on a regular schedule and adjusted as necessary to make sure local policies are consistent with maintaining affordability.

C. Other Incentive Strategies Adopted:

IV. EXHIBITS:

G. Administrative Budget for each fiscal year covered in the Plan.

H. Timeline for Estimated Encumbrance and Expenditure.

I. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

J. Signed LHAP Certification.

K. Signed, dated, witnessed or attested adopting resolution.

L. Ordinance: N/A (If changed from the original creating ordinance).

M. Interlocal Agreement N/A

N. Other Documents Incorporated by Reference

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of Endoscopes and Endoscopy Equipment Project for Doctors Memorial Hospital RFP, Agreement, and request to advertise.**
MEETING DATE REQUESTED:	January 16, 2024

Statement of Issue: The Board to consider approval of RFP, Agreement and Request to Advertise.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: Yes

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Doctor's Memorial Hospital endoscopes and endoscopy equipment are more than 8 years old, and disposable supplies for the system are no longer manufactured. The Doctor's Memorial Hospital Surgical Review Committee would like to upgrade the equipment so that it is able to continue serving the community and provide the best possible care.

Options: Approve/Deny

Attachments: Hospital Justification Letter
Request for Proposals
Agreement

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for the **ENDOSCOPES AND ENDOSCOPY EQUIPMENT PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "ENDOSCOPE AND ENDOSCOPY EQUIPMENT" PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than _, local time, on _____,____ , 2024. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **____pm** local time, or as soon thereafter as practical, on _____, _____, 2024 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact:
Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Marsha Durden, Assistant County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 7 or mdurden@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.

2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than _____ **pm, local time, _____ 2024.**

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"ENDOSCOPE AND ENDOSCOPY EQUIPMENT" PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA."**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be received and respondents announced on _____, 2024 at 6:00pm or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

15. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

16. For additional information, contact

Marsha Durden, Assistant County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 7

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Doctor's Memorial Hospital's Endoscope and Endoscopy Equipment Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

ENDOSCOPES AND ENDOSCOPY EQUIPMENT PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY.

ITEM	QTY	DESCRIPTION
Colonoscope	4	
Colonoscope – Pediatric	1	
Gastroscope	3	
Gastroscope – Pediatric	1	
Bronch	1	
Air/Water Button	10	For use with endoscopes – if not included with endoscope purchase
Suction Button	10	For use with endoscopes – if not included with endoscope purchase
Water Tank/Bottle	2	
Endoscopic Light Source	1	
Endoscopic Video Processor	1	
Medical Grade Monitor	2	One for Primary cart, one for secondary monitor roll stand
Monitor Roll Stand	1	For secondary monitor
Single Cart	1	Cart for Endoscopy Equipment and primary monitory

Color Printer	1	Compatible Printer to print off endoscopic photos
Adapter Plate	2	Plate attachment on back of monitor to mount to cart or roll stand (if not included)
Articulating Arm for Monitor	1	Enables monitor on cart to be turned (if not included)
All Accessories and cords		
Warranty – At least 5 years		
On-site training at set up		
Shipping Cost		
Must be compatible with Medivators Advantage Plus Scope Cleaner		

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.

b. Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

c. Individuals shall show the Proposer's name and business address.

d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located, or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. The proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Services and to negotiate contract terms with the Successful Proposer.

More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.

In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	2
2. Organization and Ability of Consultant and Staff	4
3. Relevant Firm Experience	12
4. References on Recent Projects	10
5. Technical Approach	2
6. Cost Proposal	70
TOTAL POSSIBLE POINTS	**100**

The Proposals deemed best by the selection committee shall be presented in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. The failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be

governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact regarding contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or ***SOW*** means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed as consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, regarding the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation regarding maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

a. Laws of Florida and Contract

b. RFP and all of its addendums and attachments

c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROJECT IDENTIFICATION: **ENDOSCOPES AND ENDOSCOPY EQUIPMENT PROJECT FOR DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY.**

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the ENDOSCOPES AND ENDOSCOPY EQUIPMENT Project at Doctor's Memorial Hospital in Taylor County. The Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies, and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

5. Communications concerning this Bid shall be addressed to:

   Marsha Durden, Assistant County Administrator
   201 E. Green Street
   Perry, FL 32347
   (850) 838-3500 ext. 7
   mdurden@taylorcountygov.com

6. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____, 2024

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNERSHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECK-LIST

Check Items Included

With Bid:

_____ 1. Written Bid Quotation.

_____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).

_____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).

_____ 5. If a Bid Bond is required, **it must be submitted with the bid** in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.

_____ 6. E-Verify certification is required, **(MUST BE INCLUDED WITH BID).**

_____ 7. Hold Harmless, Release and Indemnify Agreement (MUST BE INCLUDED WITH BID)

The Bid Check-List **must be included with the submitted bid.**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for ____

   _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____ and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____,
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.)

3. My name is_____and my relationship to the entity

   named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of

_____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

ENDOSCOPES AND ENDOSCOPY EQUIPMENT PROJECT AT DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement, or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, and action, cause of action, suit, loss, damage, expense, cost, settlement, or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature because of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2024,

WITNESS:

_____ _____

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this _____ day of _____, 2024.

_____

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2024, by

_____

CONTRACT
FOR ENDOSCOPES AND ENDOSCOPY
EQUIPMENT PROJECT AT
DOCTORS MEMORIAL HOSPITAL
IN TAYLOR COUNTY, FLORIDA

This contract made the _____ day of _____, 2024 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the (See Attachment "A"), to-wit: Endoscopes and Endoscopy Equipment Project at Doctors Memorial Hospital in Taylor County, Florida.

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

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $_____.

3. **TIME OF COMPLETION.** The work to be performed under this contract shall be commenced on or before the date outlined in the Notice to Proceed. This

contract shall not be extended for more than _____ days, unless otherwise agreed in writing.

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

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials

to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

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

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

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

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement

by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting fro m the sole negligence of the County or any of its officers, agents or employees.

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

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

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

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance

with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

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

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

(a) The Advertisement for bids

(b) Instructions to bidders

(c) The Contractors proposal

(d) This Instrument

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

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project:

_____

_____

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be exclusively in State Court in and for Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2024.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____
JAMIE ENGLISH
Chairperson

ATTEST: _____
GARY KNOWLES, Clerk

WITNESSES:

_____

_____

CONTRACTOR

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

ENDOSCOPES AND ENDOSCOPY EQUIPMENT FOR DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY

ITEM	QTY	DESCRIPTION
Colonoscope	4	
Colonoscope - Pediatric	1	
Gastroscope	3	
Gastroscope - Pediatric	1	
Bronch	1	
Air/Water Button	10	For use with endoscopes – if not included with endoscope purchase
Suction Button	10	For use with endoscopes – if not included with endoscope purchase
Water Tank/Bottle	2	
Endoscopic Light Source	1	
Endoscopic Video Processor	1	
Medical Grade Monitor	2	One for Primary cart, one for secondary monitor roll stand
Monitor Roll Stand	1	For secondary monitor
Single Cart	1	Cart for Endoscopy Equipment and primary monitory
Color Printer	1	Compatible Printer to print off endoscopic photos
Adapter Plate	2	Plate attachment on back of monitor to mount to cart

		or roll stand (if not included)
Articulating Arm for Monitor	1	Enables monitor on cart to be turned (if not included)
All Accessories and cords		
Warranty – At least 5 years		
On-site training at set up		
Shipping Cost		
Must be compatible with Medivators Advantage Plus Scope Cleaner		

Marsha Durden

From: The Bishop Law Firm <lawbishop@fairpoint.net>
Sent: Tuesday, January 9, 2024 2:11 PM
To: Marsha Durden
Cc: 'Gary Knowles'; 'Salina Grubbs'; LaWanda Pemberton
Subject: Contracts (Endoscopes and Endoscopy Equipment and Nuclear Medicine Camera Project)
Attachments: CONTRACT (ENDOSCOPES AND ENDOSCOPY EQUIPMENT) DMH.doc; CONTRACT (NUCLEAR MEDICINE CAMERA PROJECT) DMH.doc

Marsha,

Pursuant to your e-mail of January 2, 2024, attached please find the DRAFT Contracts as stated above.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Conrad C. Bishop, Jr.

Karen Parker
Legal Secretary
The Bishop Law Firm, P.A.
Attorneys at Law
Post Office Box 167
Perry, Fl 32348
850-584-6113
850-584-2433 facsimile
karenparker@fairpoint.net
lawbishop@fairpoint.net

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DOCTORS' MEMORIAL HOSPITAL

A TALLAHASSEE MEMORIAL HEALTHCARE AFFILIATE

Subject: JUSTIFICATION REQUEST FOR ENDOSCOPES AND ENDOSCOPY EQUIPMENT

The Doctors' Memorial Hospital (DMH) Surgical Review Committee (SRC) has recommended new endoscopes and endoscopy equipment for requisition/acquisition in support of surgical services operations. The SRC has requested funds for endoscopes and endoscopy equipment for the reasons explained below:

a. DMH currently has Fujifilm equipment and endoscopes. Our equipment is 8 years old. Surgical staff has communicated with our representative who stated that we would be in need of an upgrade sooner rather than later. After careful thought and consideration, DMH surgery staff has agreed that it would be best to switch companies given the issues we have ran into with Fujifilm. Both of our general surgeons would like to move on from Fujifilm for reasons such as image quality, design, flexibility, and balance of the air/water and suction buttons. Our endoscopes are sent off for repair regularly and we have not been given a clear reason why our scopes are malfunctioning. The endoscopes are at the age where certain disposable supplies for our equipment are no longer manufactured.
b. If our current Endoscopy system were to stop functioning properly, we have no backup system. This would require us to halt our endoscopy service until new equipment could be purchased and delivered, impacting the department's budget dramatically.
c. We perform an average of 580 endoscopies per year at DMH. Last year we brought a general surgeon on board who also performs endoscopic procedures. DMH has goals to grow the surgical service even further so we may continue to provide services to the community. We need fully functioning, reliable equipment in order to accomplish these goals.

The DMH SRC is would like to upgrade our equipment so that we are able to continue serving the community. The goal is to purchase equipment that is satisfactory for our Surgeons to provide the best possible care to our patients. On behalf of the Surgical Services Staff, we thank you for your consideration.

Sincerely,

Lauren Faison-Clark, CEO
Chief Executive Officer
Doctors' Memorial Hospital

333 N. Byron Butler Parkway. Perry, Florida 32347. (850)584-0800. Fax (850) 584-2524

Specification

Item	Qty	Description
Colonoscope	4	
Colonoscope – Pediatric	1	
Gastroscope	3	
Gastroscope– Pediatric	1	
Bronch	1	
Air/Water Button	10	For use with endoscopes- if not included with endoscope purchase.
Suction Button	10	For use with endoscopes- if not included with endoscope purchase.
Water Tank/Bottle	2	
Endoscopic Light Source	1	
Endoscopic Video Processor	1	
Medical Grade Monitor	2	One for Primary cart, one for secondary monitor roll stand.
Monitor Roll Stand	1	For secondary monitor.
Single Cart	1	Cart for Endoscopy Equipment and primary monitor.
Color Printer	1	Compatible printer to print off endoscopic photos.
Adapter Plate	2	Plate attachment on back of monitor to mount to cart or roll stand (if not included)
Articulating Arm for Monitor	1	Enables monitor on cart to be turned (if not included)
All accessories and cords		
Warranty- At least 5 years		
On-site training at set up		
Shipping cost		
Must be compatible with Medivators Advantage Plus Scope Cleaner		

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of Nuclear Medicine Camera Project for Doctors Memorial Hospital RFP, Agreement, and request to advertise.**
MEETING DATE REQUESTED:	January 16, 2024

Statement of Issue: The Board to consider approval of RFP, Agreement and Request to Advertise.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: Yes

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Doctor's Memorial Hospital Nuclear Medicine Camera is over 20 years old and in need of replacement. It is a slower single head camera which requires the patient to lie still for over 45 minutes in one position. Physicians that read the nuclear medicine exams are requesting an upgrade for a dual head camera which reduces the patient table time to 15 minutes or less, and provides better image quality which allows for more accurate test results.

Options: Approve/Deny

Attachments: Hospital Justification Letter
Request for Proposals
Agreement

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for the **NUCLEAR MEDICINE CAMERA PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "NUCLEAR MEDICINE CAMERA" PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than _, local time, on _____,____ , 2024. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at _____**pm** local time, or as soon thereafter as practical, on _____, _____, 2024 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact:
Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Marsha Durden, Assistant County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 7 or mdurden@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.

2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than _____ **pm, local time, _____ 2024.**

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"NUCLEAR MEDICINE CAMERA" PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA."**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be received and respondents announced on _____, 2024 at 6:00pm or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

15. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

16. For additional information, contact

Marsha Durden, Assistant County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 7

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Doctor's Memorial Hospital's Nuclear Medicine Camera Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

NUCLEAR MEDICINE CAMERA PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY.

Imaging Department

Minimum requirements:

1. Nuclear Medicine Camera
2. All hardware and software to operate Camera and process images
3. Able to perform general and cardiac Nuclear Medicine exams.
4. 4DM Software
5. Dual Head
6. Modality Worklist
7. DICOM send.
8. Image Storage
9. Free Shipping, unpacking and removal of containers.
10. Service
    a. 1 Year free warranty to include parts, labor and travel.
    b. 4 Year service contract to include parts, labor and travel.
    c. Service Technician must be within 65 miles of DMH.
    d. Service hours Monday through Friday 8am To 5pm.
    e. 2 PMs per year
    f. No exclusions except service hours
    g. Free 24-hour remote support
    h. Free software upgrades for life of equipment
11. Training
    a. Minimum 4 days on site applications training.

Line item bid with service, camera, hardware and software separate.

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.

b. Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

c. Individuals shall show the Proposer's name and business address.

d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located, or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. The proposer's state contractor

license number, if any, shall also be shown on the Proposal Form.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Services and to negotiate contract terms with the Successful Proposer.

More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.

In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	2
2. Organization and Ability of Consultant and Staff	4
3. Relevant Firm Experience	12
4. References on Recent Projects	10
5. Technical Approach	2
6. Cost Proposal	70
TOTAL POSSIBLE POINTS	**100**

The Proposals deemed best by the selection committee shall be presented in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. The failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be

governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact regarding contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or ***SOW*** means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed as consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, regarding the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation regarding maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

a. Laws of Florida and Contract

b. RFP and all of its addendums and attachments

c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROJECT IDENTIFICATION: **NUCLEAR MEDICINE CAMERA PROJECT FOR DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY.**

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the Nuclear Medicine Camera Project at Doctor's Memorial Hospital in Taylor County. The Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies, and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

5. Communications concerning this Bid shall be addressed to:

   Marsha Durden, Assistant County Administrator
   201 E. Green Street
   Perry, FL 32347
   (850) 838-3500 ext. 7
   mdurden@taylorcountygov.com

6. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____, 2024

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNERSHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECK-LIST

Check Items Included

With Bid:

_____ 1. Written Bid Quotation.

_____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).

_____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).

_____ 5. If a Bid Bond is required, **it must be submitted with the bid** in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.

_____ 6. E-Verify certification is required, **(MUST BE INCLUDED WITH BID).**

_____ 7. Hold Harmless, Release and Indemnify Agreement (MUST BE INCLUDED WITH BID)

The Bid Check-List **must be included with the submitted bid.**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for ___

   _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____ and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____,
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.)

3. My name is_____and my relationship to the entity

   named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of

_____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

NUCLEAR MEDICINE CAMERA PROJECT AT DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement, or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, and action, cause of action, suit, loss, damage, expense, cost, settlement, or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature because of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2024,

WITNESS:

_____ _____

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this _____ day of _____, 2024.

_____

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2024, by

_____

CONTRACT
FOR NUCLEAR MEDICINE CAMERA PROJECT
AT
DOCTORS MEMORIAL HOSPITAL
IN TAYLOR COUNTY, FLORIDA

This contract made the _____ day of _____, 2024 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the (See Attachment "A"), to-wit: Nuclear Medicine Camera Project at Doctors Memorial Hospital in Taylor County, Florida.

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

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $_____.

3. **TIME OF COMPLETION.** The work to be performed under this contract shall be commenced on or before the date outlined in the Notice to Proceed. This

contract shall not be extended for more than _____ days, unless otherwise agreed in writing.

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

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials

to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

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

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

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

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement

by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting fro m the sole negligence of the County or any of its officers, agents or employees.

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

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

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

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance

with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

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

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

(a) The Advertisement for bids

(b) Instructions to bidders

(c) The Contractors proposal

(d) This Instrument

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

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project:

_____

_____

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be exclusively in State Court in and for Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2024.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____
JAMIE ENGLISH
Chairperson

ATTEST: _____
GARY KNOWLES, Clerk

WITNESSES:

_____

_____

CONTRACTOR

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

NUCLEAR MEDICINE CAMERA PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA

Imaging Department

Minimum requirements:

1. Nuclear Medicine Camera
2. All hardware and software to operate Camera and process images
3. Able to perform general and cardiac Nuclear Medicine exams
4. 4DM Software
5. Dual Head
6. Modality Worklist
7. DICOM send
8. Image Storage
9. Free Shipping, unpacking and removal of containers
10. Service
    a. 1 Year free warranty to include parts, labor and travel
    b. 4 Year service contract to include parts, labor and travel
    c. Service Technician must be within 65 miles of DMH
    d. Service hours Monday through Friday 8am to 5pm
    e. 2 PMs per year
    f. No exclusions except service hours
    g. Free 24-hour remote support
    h. Free software upgrades for life of equipment
11. Training
    a. Minimum 4 days on site applications training

Line item bid with service, camera, hardware and software separate.

Marsha Durden

From: The Bishop Law Firm <lawbishop@fairpoint.net>
Sent: Tuesday, January 9, 2024 2:11 PM
To: Marsha Durden
Cc: 'Gary Knowles'; 'Salina Grubbs'; LaWanda Pemberton
Subject: Contracts (Endoscopes and Endoscopy Equipment and Nuclear Medicine Camera Project)
Attachments: CONTRACT (ENDOSCOPES AND ENDOSCOPY EQUIPMENT) DMH.doc; CONTRACT (NUCLEAR MEDICINE CAMERA PROJECT) DMH.doc

Marsha,

Pursuant to your e-mail of January 2, 2024, attached please find the DRAFT Contracts as stated above.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Conrad C. Bishop, Jr.

Karen Parker
Legal Secretary
The Bishop Law Firm, P.A.
Attorneys at Law
Post Office Box 167
Perry, Fl 32348
850-584-6113
850-584-2433 facsimile
karenparker@fairpoint.net
lawbishop@fairpoint.net

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DOCTORS' MEMORIAL HOSPITAL

3 November 2023

Taylor County Board of County Commissioners
201 East Green Street
Perry, Fl, 32347

Subj: JUSTIFICATION REQUEST FOR NUCLEAR MEDICINE CAMERA

Background: Nuclear Medicine is an integral part of medical imaging for many patients and providers in and around our community. Nuclear Medicine is the gold standard for cardiac stress tests, gall bladder function and others studies.
While Nuclear Medicine cameras tend to have a longer life than most other imaging modalities the current Nuclear Medicine Camera is over 20 years old and in need of replacement.

Reason for Replacement: The current Nuclear Medicine Camera is a single head camera. The single head camera is slower reducing the number of exams performed daily. A slower single head camera requires the patient to lie still for over 45 minutes in one position. Today's Nuclear Medicine Camera offers a dual head. A dual head camera reduces a patients table time to 15 minutes or less. The newer dual head cameras provide better patient satisfaction and the ability to perform more exams daily.
Image quality is also an issue with the older Camera. Physicians that read the Nuclear Medicine exams are requesting an upgrade as they see the image quality is lacking compared to newer models. Image quality is important for patients so they can receive an accurate test and important for the physician to give an accurate reading.

Sincerely,

_____

16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda – Bids/Public Hearing

SUBJECT/TITLE:	**THE BOARD TO APPROVE THE BIDDING PACKET AND ADVERTISMENT FOR THE ARTIFICIAL REEF CONSTRUCTION SERVICES PROJECT.**
Meeting Date:	January 16, 2024

Statement of Issue: APPROVE THE BID PACKET AND ADVERTISEMENT FOR THE ARTIFICIAL REEF CONSTRUCTION SERVICES PROJECT

Recommendation: **APPROVE BIDDING PACKET AND ADVERTISMENT FOR ARTIFICIAL REEF CONSTRUCTION SERVICES.**

Fiscal Impact: $ 120,000 **Budgeted Expense**: Yes ☐ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FWC Agreement No. 23053 provides $120,000 grant funds for artificial reef enhancement in Buckeye Reef as requested by the BOCC. The Bidding packet was reviewed by the County Attorney with no comments. Advertisement will be published in different media. Bidding proposals will be received by the Clerk, open during the BOCC meeting on February 20, and then will be reviewed by the bidding Committee.

Options:

1. Approve the Bidding Packet and advertisement
   Deny the bidding packet
2.

Attachments:

1. Bidding packet
2. Taylor County attorney packet review letter.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **ARTIFICIAL REEF CONSTRUCTION SERVICES**.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for ARTIFICIAL REEF CONSTRUCTION SERVICES"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on Friday, **February 16rd, 2024. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened, and respondents announced at **6:05 PM** local time, or as soon thereafter as practical, on **February 20th, 2024** in the Board of County Commissioner board room at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**
BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

Estimated Budget
The total project Budget is not to exceed $120,000 (One Hundred and Twenty Thousand Dollars). This is the total available budget and includes all expenses and contingencies.

Term
The contract will be effective from anticipated award date in early April to July 15, 2024. Project shall be completed by the vendor by August 1, 2024.

For additional information contact

Victor Blanco
Taylor County Marine Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu
BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County Florida

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Victor Blanco, Marine Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or victorblancomar@ufl.edu. Documents may also be obtained from www.taylorcountygov.com.

2. Hand deliveries and mailed Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, Friday, *February 16rd*, 2024**.

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **Sealed bid for Artificial Reef Construction Services.**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be opened, and respondents will be announced on ***February 20th*, 2024 at 6:05 PM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability, Workmen's Compensation Insurance (including Long Shoreman's), and must include a Certificate of Insurance showing $1,000,000.00 (One Million Dollars) liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Suite 102 Perry FL 32347.

14. For additional information, contact

Victor Blanco
County Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

For information about Buckeye Reef locations, materials and coordinates, a side scan image, contact Victor Blanco. You can see videos of previous deployed reef materials at https://www.youtube.com/channel/UComjf9pwwg9HtKj8XgEuW_g?view_as=subscriber

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROJECT IDENTIFICATION:
ARTIFICIAL REEF CONSTRUCTION SERVICES

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street. Suite 102.
Perry, Florida 32347

Taylor County requests sealed bids from individuals or firms to provide marine construction services to enhance a permitted artificial reef site in Federal waters. The County has received a grant to construct and deploy prefabricated concrete modules in Buckeye Reef, located 22 miles offshore Steinhatchee, in Taylor County. Funding for this grant is from the Florida Fish and Wildlife Conservation Commission (FWC). The intent of this bid is to obtain competitive pricing for the fabrication, transport and deployment of designed concrete artificial reefs modular units, per the specifications contained herein.

The total project budget is not to exceed $120,000 (One Hundred and Twenty Thousand Dollars). This is the total available budget and includes all expenses and contingencies. The contract will be effective from anticipated award date in early April to July 15, 2024. **Project shall be completed by the vendor by August 1, 2024**.

The responsive, responsible, qualified bidder will be awarded the contract based on the price criteria (lowest cost per unit of reef material deployed). Bidders must demonstrate they have capacity to provide and manage 1) equipment and staff to complete the project on time; 2) artificial reef building experience.

During this bidding process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer; Minority Business Enterprises, Women's Business Enterprises, and Disadvantaged Business Enterprises (MBEIWBE/DBE businesses) are encouraged to participate in compliance with the Florida Sunshine Amendment and Code of Ethics. Taylor County enforces open and fair competition in its bidding processes. During this process, questions or request for any additional information concerning this bidding process must be received by Friday, February 9th, 2024. Technical questions must be directed to Victor Blanco, Taylor County Extension (victorblancomar@ufl.edu), (850) 838-3508.

The County reserves the right to request clarification of any information submitted by proposers. The County, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process.

Contractors shall submit one (1) original and two (2) copies of their bid in sealed packages and marked clearly: "**SEALED PROPOSAL FOR ARTIFICIAL REEF CONSTRUCTION SERVICES**", **no later than 4:00 PM, local time, on Friday, February 16rd, 2024 to the Taylor County Clerk of Court**, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102. Perry, Florida 32347. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. **Bids will be opened, and respondents announced at 6:05 PM** local time, or as soon thereafter as practical, **on**

February 20th, 2024 in the Board of County Commissioner board room at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

Bid responses should be limited to 50 pages; however, Minority Business Enterprises, Women's Business Enterprises, and Disadvantaged Business Enterprises (MBE/WBE/DBE businesses) certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest not to exceed three (3) additional pages may also be included in the bid. Bids that exceed this length will be considered not-responsive and will not be evaluated. Late proposals will be returned unopened. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the County, proposers may be asked for additional information as part of the selection process.

SCOPE OF WORK

The Taylor County Board of County Commissioners seeks bids for the fabrication, transport, and deployment of a minimum **18 prefabricated concrete artificial reef modular units** to Buckeye Reef, **preferably 10 to 15 ft relief that resemble complex marine habitat**. **Attachment A** includes the **Scope of Work** for **FWC Agreement No. 23053** that the bidder and awarded contractor must follow. The awarded contractor must work with the County liaison, Victor Blanco, County Extension Agent, to comply with deliverables and timeline for completion of the project.

Deployment location:

Figures 1 and 2 show the general location and site detail of the project area, the Buckeye Reef Site.

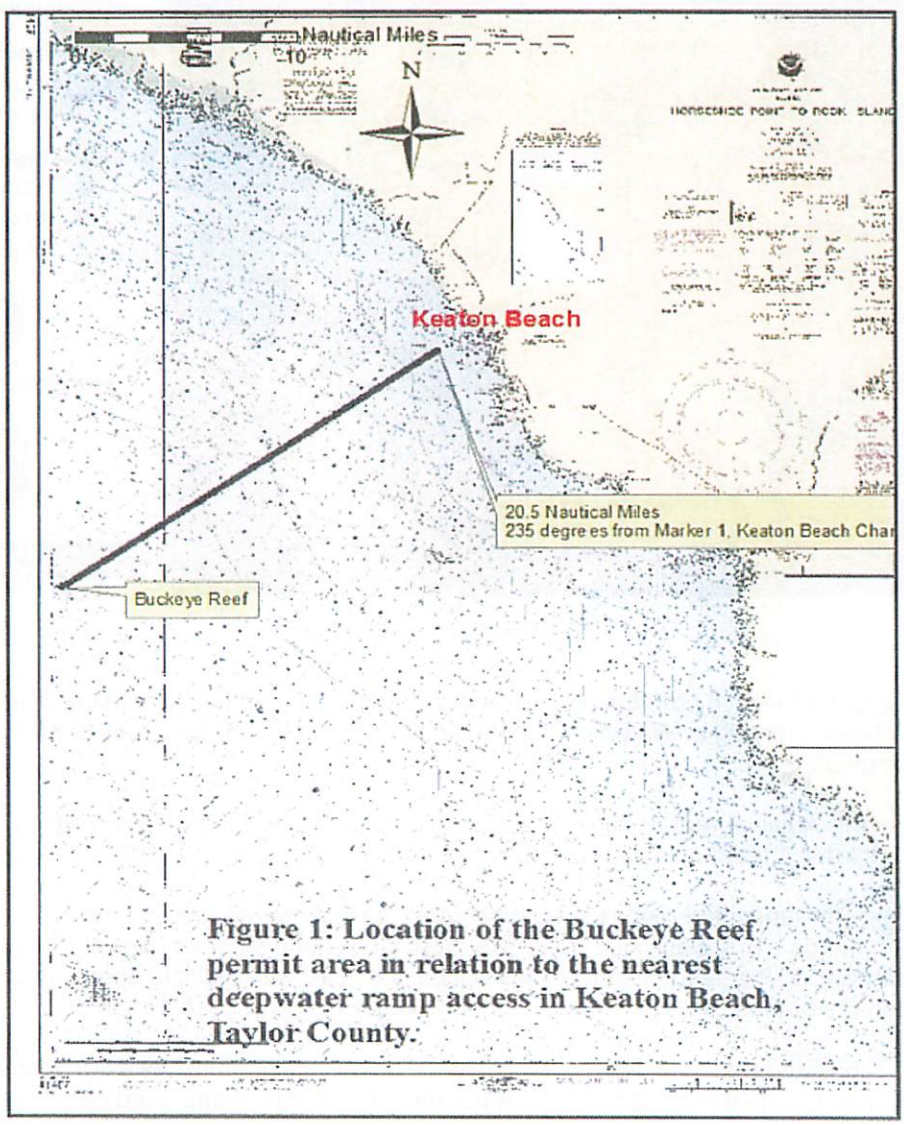


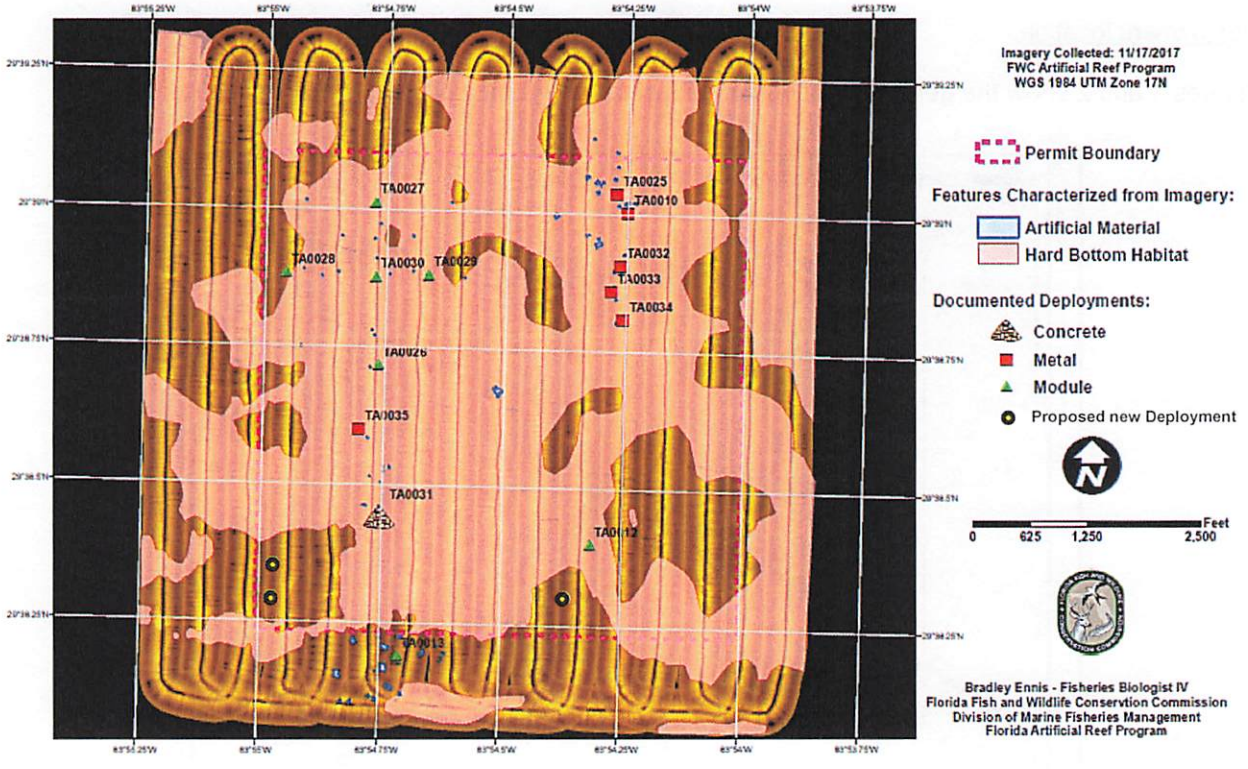
Figure 1: Location of the Buckeye Reef permit area in relation to the nearest deepwater ramp access in Keaton Beach, Taylor County.

The corner coordinates of the Buckeye Reef permitted area are as follows:

Reef Boundaries: Corner Coordinates	Latitude (N)	Longitude (W)
Northeast Corner	29° 39.0996'	83° 53.0034'
Southeast Corner	29° 37.3662'	83° 53.0034'
Southwest Corner	29° 37.3662'	83° 55.0002'
Northwest Corner	29° 39.0996'	83° 55.0002'
Center	29° 38.2332'	83° 54.0000'

Proposed locations for **new deployments** (subject of this project) are as follows:

Reef Deployment Site	Latitude (N)	Longitude (W)	Latitude (N)	Longitude (W)	Depth (ft)
Alternative 1-2024	29°38.601'	83°54.954'	29.64335	-83.91589	50
Alternative 2-2024	29°38.313'	83°54.328'	29.63856	-83.90547	50
Buckeye 2024-3	29°38.313'	83°54.913'	29.63856	-83.91522	50



Module spacing/layout: At least 6 prefabricated modules must be deployed at each of the 3 reef deployment sites mentioned above, creating a reef patch. Pre-fabricated reef modules will be placed no more than 30 ft apart from each other.

Module weight/height: Artificial reef material must be minimum 3 feet tall, preferably 10 to 15 ft tall, with base diameter of at least 4 feet and weight no less than one (1) ton.

Module description: Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.

Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Check FWC Agreement for details of approved open-bottom modules.

No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

All artificial reef material must be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.

Loading and transportation requirements: Artificial reef materials must be loaded using suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

Coordination with Taylor County on Final Project Planning

The Awarded Contractor(s) will coordinate with Taylor County representative Victor Blanco, phone (850) 838-3508; email victorblancomar@ufl.edu, to develop the final project plan and coordinating GPS locations for every deployment.

Administrative Duties of Awarded Contractor

The Awarded Contractor will perform all administrative functions associated with soliciting resources and participation including providing any required records or other documentation to Taylor County.

Liability

The Awarded Contractor will perform shall be responsible for expenses, costs and liability resulting from the project. Payment to project participants and subcontractors secured by the awarded Contractor will be the sole responsibility of the awarded contractor. The awarded Contractor shall not hold Taylor County responsible for any liability incurred as part of the project.

MANDATORY FORMS

The following forms must be submitted along with one (1) original and two (2) copies of the bid with the bid signed by a representative authorized to contractually bind the contractor. Failure to submit these forms or to sign the proposal shall result in automatic rejection of the proposal. These forms are:

1. Bid Contractual Services Acknowledgement Form (Cover sheet)
2. Certification Regarding Debarment Form
3. Contractor Qualification Form
4. References Form
5. Public Entity Crimes Statement Form
6. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations.
7. Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's).
8. Contractor's Proposal Price Sheet

NOTICE TO PROCEED

The awarded bidder shall not initiate work under this contract until the required Performance Bond and/or Insurance have been received by the County. The vendor may begin work once it has received an official written Notice to Proceed from the Project manager.

LIQUIDATED DAMAGES

If the contractor fails to complete the work or the conditions of the Purchase Order Contract and/or Amendments by the completion date, the County shall have the right to deduct from any amount due and payable to the Contractor as liquidated damages.

1. Services will be a per unit payment upon completion of the entire project minus any liquidated damages.

2. Liquidated damages may be applied per unit according to the following table. Damages can be cumulative up to a maximum 100% reduction; *for example, if a unit is found to be lying on its side and was cracked during handling that unit's price will be reduced by 20%.*

	Liquidated Damages (PER UNIT)	Reduction
1	Unit deployed intact but not lying upright	10%
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%
5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with >40% of the material no longer intact	100%
8	Unit was deployed outside of the designated permitted area	100%

3. The County Representative must provide pictures and/or representative video of each damaged module as backup documentation for any damages that are assessed. If no documentation of liquidated damages has been provided to the Contractor within the first 15 days of completion of the final deployment, then the Contractor can assume that all of the materials have been accepted by the County and the Contractor may invoice for the full amount of the project.

4. The Invoice shall include a breakdown of costs and show separate line items for any liquidated damages that may have been assessed. The invoice shall be submitted to the County Representative within thirty (30) days of project completion and after the 15-day county inspection period. Invoices not properly prepared shall be returned to the Contractor for correction. (Examples include the presence of mathematical errors, billing inconsistent with actual work performed, absence of authorized signatures, etc.).

WARRANTIES/DAMAGED ITEMS/DELIVERY

The successful bidder shall assume full responsibility for providing or ensuring warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided by the County, if applicable. If the successful bidder is not the manufacturer, all manufacturer warranties must be passed through to the County.

Delivery shall be made no later than the specified delivery date. The successful bidder shall pay all cost associated with delivery and shall assume full responsibility for all item(s) damaged prior to the F.O.B. destination delivery and agree to hold harmless the County of all responsibility for prosecuting damage claims.

The successful bidder shall assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the County of such defect or damage.

INSURANCE REQUIREMENTS

1. **Worker's Compensation:**
To the extend required by law, the Contractor will either be self-insured for worker's compensation claims or will secure and maintain during the life of this contract, Worker's Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the County, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a

corporation or any group of affiliated corporations may elect to be exempt from Worker's Compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain worker's compensation insurance.

2. **Vendor's General Liability and Property Damage Insurance:**
The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance in the amount of $1,000,000 to protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

   - Bodily Injured Liability - $500,000 each incident
   - Property Damage Liability (other than automobile) - $1,000,000 each accident.

   The Vendor hereby agrees to indemnify and hold the County harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

   The County shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/r subcontractor providing such insurance.

   The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

CERTIFICATE OF INSURANCE

The Contractor agrees to supply proof of insurance to the Project Manager's Office within seven (7) calendar days after execution of the contract (Purchase Order), with the types and coverage outlined herein by the County. The Taylor County Board of County Commissioners shall be listed as Additional Insured. The proof of insurance must contain the purchase order number and all insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be delivered or mailed to the Project Manager at the Taylor County Extension Office, 203 Forest Park Dr, Perry, Fl 32348.

DAMAGE TO STATE, COUNTY OR PERSONAL PROPERTY

Any damages to property (i.e. structures, roads, culverts, fences, trees or other natural resources) caused by the vendor while working on this project shall be responsibility of the vendor to remedy, as determined by the County. The vendor shall be responsible for the conduct of all vendor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the vendor shall immediately halt work and notify the Project Manager. Please note: The State Archeologist has the power to halt work if he or she has reasons to believe artifacts are being disturbed.

SUBCONTRACTS

The Contractor is fully responsible for all work performed under the contract resulting from this bidding process. The Contractor may, upon receiving prior written consent from the Project Manager, enter into written subcontract(s) for performance of certain functions under the contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payment to subcontractors shall be made by the Contractor.

TERMINATION FOR DEFAULT

This contract shall terminate immediately upon the County giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertaking under this contract, the County may order the Contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon

such order and completion of work by the County, the Contractor shall be liable to the County for any excess cost occasioned to the County thereby.

The County may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess cost if the failure to perform the contract arises from events completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess cost for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under the contract. In such an event, the Contractor may be found in default and removed from the County vendor list.

SUSPENSION OF WORK

The County may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The County 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 days, or any longer period agreed to by the Contractor, the County shall either (1) issue notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

TERMINATION FOR CONVENIENCE

The County, by written notice to the Contractor, may terminate the Contract in whole or in part when the County 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 cancelation charges or lost profits.

NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds of benefits of, or be otherwise subjected to discrimination in performance of this contract.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, vendor/contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. A public entity crime statement is required.

PUBLIC RECORDS

The County reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this contract, in accordance with generally accepted accounting principles. The Contractor shall allow the County, or other authorized representatives, access to, periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the State, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following

the close of this contract, In the event any work is subcontracted, the contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority, by way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A9e) of the Immigration and Naturalization Act, the Americas with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with accessible standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws should be grounds for contract termination.

PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this agreement with any organization described in Section 501©(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Acts as a special condition of the subcontract.

SEVERABILITY AND CHOICE OF VENUE

This contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extend of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this contract. Any action in connection herewith, in law or equity, shall be brought in Taylor County, Florida.

JURY TRIAL WAIVER

As consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or n any way connected with this contract.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, be in file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information or required filing and forms, please go to the following sites: http://sunbiz.org/index.html or http://www.dos.state.fl.us.

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to provide artificial reef construction services in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited or know the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

   (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the attached Scope of Work schedule:

   Sign of Contract to August 1, 2024 – Bidder perform construction and deployment of artificial reef modules at Buckeye Reef.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

   Victor Blanco
   Taylor County Marine Extension Agent
   203 Forest Park Dr.
   Perry, FL. 32348-6340
   Phone: 850-838-3508 Ext. 305 or victorblancomar@ufl.edu

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

BID FORM

SUBMITTED on _____,20____

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNESHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification to Do Business Is:_____

BID CHECKLIST

Check Items Included:

1. Bid Contractual Services Acknowledgement Form (Cover sheet)
2. Certification Regarding Debarment Form
3. Contractor Qualification Form
4. References Form
5. Public Entity Crimes Statement Form
6. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations.
7. Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's).
8. Contractor's Proposal Price Sheet

_____ 1. Required proposal/bid information referenced above.

_____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.

_____ 3. Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED).**

CHECKLIST MUST BE INCLUDED WITH THE BID.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ITB Contractual Services Acknowledgment Form (Cover sheet)
INVITATION TO BID: Taylor County Artificial Reef Construction Services
TITLE: Buckeye Reef Enhancement

INVITATION TO BID / BIDDER ACKNOWLEDGMENT FORM

The undersigned attest to the following:

"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety"/

Vendor Name: _____

Mailing Address _____

Telephone Number _____

E-mail Address _____

Federal Employer Identification Number (FEID) _____

Authorized Person Name and Title _____

Authorized Signature _____

Purpose

The intent of this bid is to obtain competitive pricing for the fabrication, transport, and deployment of designed concrete artificial reef modular units, per the specifications contained herein.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER FEDERALY FUNDED TRANSACTIONS
Taylor County contract with Florida Fish and Wildlife Conservation Commission (FWC-19046)

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION. THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

Required for all Vendor/Contractors and Subcontractors under contracts funded through a Federal Grant

1. The undersigned hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

2. The undersigned also certifies that,
   - have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local)

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

_____
Vendor/Contractor's Firm Name

_____
Vendor/Contractor's Firm Address and Phone Number

_____
Printed Name and Title of Authorized Representative

_____ _____
Signature of Authorized Representative Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER FEDERAL FUNDED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FWC or the or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals are presently disqualified, debarred, or suspended from doing business within the State of Florida.

CONTRACTOR QUALIFICATION FORM

CONTRACTORS AS AIDED BY THIS FORM, MUST SHOW THAT THEY ARE COMPETENT AND HAVE THE NECESSARY RESOURCES TO FULFIL THE CONDITIONS OF THE CONTRACT

Failure to submit this form with all questions answered may be grounds for disqualification.

The Proposer is:

Corporation _____

Individual _____

Non-Profit _____

Partnership _____

Principal Office Address _____

Official Representative _____

The Contractor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Contractor must be authorized to do business in the State of Florida and, if a Corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Contractor must certify, and proof must be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of submitting a proposal, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "Request for Proposal Contractual Services Acknowledgement Form", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

If a Corporation, answer the following:

When incorporated _____

In what State _____

If a foreign corporation, date of registration with Florida Secretary of State, and Name and Address of Resident Agent _____

Operating Officers

President's Name _____

Address _____

Phone _____

Vice-President's Name _____

Address _____

Phone _____

Treasurer's Name _____

Address _____

Phone _____

Board of Directors

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

If an individual, Non-Profit, or Partnership, answer the following:

Date of organization _____

General or Limited Partnership _____

Name and Address of each Partner

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

The Contractor understands that information contained in the Contractor Qualification Form is to be relied upon by the County, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the County.

The Contractor understands that the County has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

REFERENCES
Taylor County Artificial Reef Construction Services

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause of rejection of the vendor's bid. Provide a brief description (scope of work) of each job.

Company Name _____

Address _____

Contact Person _____

Telephone _____

E-mail _____

Address _____

Job Date _____

Brief Description _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

E-mail _____

Address _____

Job Date _____

Brief Description _____

Company Name _____

Address _____

Contact Person _____

Telephone _____

E-mail _____

Address _____

Job Date _____

Brief Description _____

Vendor Name **Authorized Signature**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____

   for _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____

and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.

3. My name is_____and my relationship to the

   entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" incudes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives,
partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

_____ day of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

CONTRACTOR'S PROPOSAL PRICE SHEET FORM
Taylor County Artificial Reef Construction Services

Note: Vendor is to Submit one Proposal Price Sheet in a separately marked envelope, accompanying the bid response in the sealed bid envelope.

REEF UNIT AND PACKAGE PRICES AND FEE SCHEDULE

Reef Material Cost:

18 Prefabricated Concrete Artificial Reef Units @$ _____ price per unit $ _____

Total Reef Material Costs: _____

Transport and Placement Costs:

Tree (3) module patch reef packages (six – 6 – artificial concrete reef units per package). Includes all handling, transport and placement of each on the bottom of selected locations in Buckeye Reef.

@$ price per each package _____

Total Transport and Placement Cost $ _____

TOTAL ARTIFICIAL REEF CONSTRUICTION SERVICES COST $ _____

(Note: the sum of Reef Material Costs, and Transport and Placement Costs)

Provide a proposed schedule to execute the project.

$120,000 MAXIMUM is available for the project in its entirety.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County and Dixie County Artificial Reef Construction 2023-24	**FWC Agreement No.**	**23053**

. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 18 pre-fabricated concrete modules: 18 at least three feet tall creating three patch reef(s) within the Buckeye Reef permitted area. Each module will be placed at designated locations within the boundaries of the permitted area at a depth of 50 feet.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 18 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All of the modules must be at least three feet tall with a base diameter of at least three feet and weigh at least one ton.

2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.

3. Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:
   a. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
   b. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
   c. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).
   d. Modules that are approved by the **COMMISSION** as being turtle friendly.

4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.

6. The **RECIPIENT** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

7. For each barge load of artificial reef materials, the **RECIPIENT** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.

8. The **RECIPIENT** must develop for the purpose of tracking each module placement a system of unique module identifiers. For example, one such system could consist of unique alpha numeric lettering spray painted or otherwise obviously displayed on each unit. The purpose of this system is to allow for visual identification of these units underwater during initial post deployment module condition and orientation visual assessments.

9. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the **RECIPIENT** prior to reimbursement.

10. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule (if applicable) listed in the bid specifications provided by the **RECIPIENT** and approved by the **COMMISSION**.

11. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

12. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

13. The **RECIPIENT's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: http://www.myfwc.com/artificialreefs.

DEPLOYMENT AND MATERIALS PLACEMENT

14. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, use dynamic positioning, or otherwise be held securely in place with minimal movement (+/-50 feet)

to ensure accurate placement of the limestone boulder/concrete structure patch reef on the bottom. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered.

15. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **RECIPIENT** observer on site.

16. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION'S** observer, the **RECIPIENT's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

17. At least 18 pre-fabricated reef modules under this Agreement strategically clustered into three groups of six modules each to create three patch reefs within the southwest quadrant of the Buckeye Reef permitted area at coordinates listed in Table 1. Pre-fabricated reef modules will be placed no more than 50 feet apart from each other.

Table 1

Patch Reef #	Latitude	Longitude	Depth (ft)
1	29° 38.601' N	83° 54.954' W	50
2	29° 38.313' N	83° 54.328' W	50
3	29° 38.314 N	83° 54.913' W	50

18. The minimum vertical clearance of 32 feet shall be maintained above the highest point of the reef material in the Buckeye Reef permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-1995-05915 (SP-LSL).

19. The **RECIPIENT** shall provide a bottom survey for **COMMISSION** review and approval at least 14 days prior to deployment. The bottom survey must be a visual site survey completed by certified SCUBA divers. The entire extent of the proposed patch reef area(s) must be surveyed during the dive(s). The **RECIPIENT** will submit a narrative of the survey methods, results and photo documentation of the bottom.

20. The **RECIPIENT**'s Contract Manager or **RECIPIENT**'s designated official observer shall ensure that the reef is constructed within the permitted area. This can be done using marker buoys, or dynamic positioning, if the chosen subcontractor can provide such services. When using marker buoys, the marker(s) shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area. When relying on dynamic positioning from the subcontractor, the **RECIPIENT** will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. The COMMISSION will not pay for materials placed outside the permit area as described above.

21. The **RECIPIENT's** Project Manager or **RECIPIENT's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.

22. Both the **RECIPIENT** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **RECIPIENT**'s observer and the subcontractor when on site. The **RECIPIENT**'s observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **RECIPIENT** shall be responsible for ensuring that all permit condition terms are complied with.

23. Both the **RECIPIENT** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **RECIPIENT** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

24. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than $5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.

25. If the **RECIPIENT** chooses to conduct a pre- deployment and/or post-deployment SCUBA assessment at the deployment location(s) (post deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
    a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
    b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
    c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
    d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
    e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
    f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
    g. *Biological observations*: Describe any fish observed, or other general biological observations.
    h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

26. Upon initiation of the handling and movement of these artificial reef materials by the **RECIPIENT's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally

funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. **SUPPORT OF COMMISSION MISSION**

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Florida's coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. **DEFINITIONS**

The terms and abbreviations used herein shall have the meanings as defined below.

i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

ii. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

iii. "Staging area" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

iv. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

v. "Base diameter" means the longest distance can be formed with a straight line between two edges or corners of a module that only passes through the interior of a module when viewed from above.

2. DELIVERABLES

Attachment A – SCOPE OF WORK

Project Name:	Taylor County and Dixie County Artificial Reef Construction 2023-24	FWC Agreement No.	23053

A. **Deliverable #1 (Artificial Reef Construction)**

Construction of a marine artificial reef by deploying at least 18 pre-fabricated concrete reef modules within the Buckeye Reef permitted area. Pre-fabricated modules will be placed in close proximity to each other to create three patch reef(s) within the boundaries of the permitted area.

i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 18 pre-fabricated concrete reef modules must be deployed in accordance with the specifications in this Agreement.

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at http://www.myfwc.com/artificialreefs. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **RECIPIENT's** Project Manager or **RECIPIENT's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **RECIPIENT's** Project Manager or **RECIPIENT's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.

2. A table providing coordinates for each deployed module is required and is to be attached to the Material Placement Report. Coordinates can be reported by the contracted vendor during deployment or by the **RECIPIENT** during post-deployment monitoring.

3. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment

should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef construction must be completed by September 1, 2024. A one-time short term time extension of up to twenty-nine (29) days (through the Agreement end date of September 30, 2024) may be authorized in writing by the **COMMISSION**'s Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **RECIPIENT** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by September 1, 2024. Subcontracts with completion dates even earlier than September 1, 2024 to provide an additional buffer are strongly encouraged.

3. FINANCIAL CONSEQUENCES

A. If the **RECIPIENT** fails to complete construction in compliance with the permit conditions or in accordance with the time frame and minimum level of performance specified by the Scope of Work, the number of units not completed for each deliverable will be deducted from the **RECIPIENT**'s payment based upon their unit cost specified by the Scope of Work.

B. The **RECIPIENT** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

4. PERFORMANCE

A. The **RECIPIENT** agrees to schedule and participate in a kickoff meeting with the **COMMISSION** no later than 90 days from the grant execution date. The purpose of the meeting will be to discuss in detail the project timeline, reef design and material placement, and address any questions identified by the **RECIPIENT** or **COMMISSION**.

B. The **RECIPIENT** shall submit to the **COMMISSION**, at no less than 60 day intervals beginning from the date of execution of this agreement, written or electronically transmitted progress reports outlining the progress of the project. The progress report shall identify any problems that may have arisen and actions taken to correct such problems, and include construction activities that have occurred since the last report and construction activities planned until the next report.

C. The **RECIPIENT** agrees to provide the **COMMISSION** with a minimum of five (5) days' notice and continuous notification as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.

D. The **RECIPIENT** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.

E. The **RECIPIENT** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **RECIPIENT** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

F. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

G. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

H. The **RECIPIENT** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **RECIPIENT** shall be compensated for a maximum of $120,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than November 15, 2024 to assure availability of

funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. **TRAVEL EXPENSES**

No travel expenses are authorized under the terms of this Agreement.

D. **FORMS AND DOCUMENTATION**

1. The **RECIPIENT** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION**'s website at: http://www.myfwc.com/artificialreefs.

6. MONITORING SCHEDULE

A. The **RECIPIENT** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.

B. The **COMMISSION** will monitor the **RECIPIENT**'s service delivery to determine if the **RECIPIENT** has achieved the required level of performance. If the **COMMISSION** in its sole discretion determines that the **RECIPIENT** failed to meet any of the terms or conditions of the Agreement, the **RECIPIENT** will be sent a formal written notice. The **RECIPIENT** shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment, financial consequences, or termination of this Agreement in accordance with the terms of the Agreement.

C. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

Item O of Agreement O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58) does not apply to federal funds used in this habitat restoration artificial reef construction grant. See Agreement for additional applicable terms and conditions related to subcontracts.

9. INSURANCE

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance, Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of its employees connected

with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). See Agreement for all other applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **RECIPIENT** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTON CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.

2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.

3. In accordance with Executive Order 12549, Debarment and Suspension, the **RECIPIENT** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **RECIPIENT** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **RECIPIENT** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **RECIPIENT** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **RECIPIENT**'s work under this Agreement.

C. **FEDERAL FUNDS**

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **RECIPIENT** shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **RECIPIENT** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.

3. The **RECIPIENT** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.

4. The **COMMISSION** shall make payment to the **RECIPIENT** for an amount of the total project eligible cost, not to exceed $120,000.00 of approved invoiced costs.

D. **PAYMENT BOND**

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

E. **PERFORMANCE BOND**

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

F. **CERTIFICATE OF CONTRACT COMPLETION**

The **RECIPIENT** will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the

COMMISSION's Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. CERTIFICATE OF PARTIAL PAYMENT

This Section is not applicable and intentionally left blank.

H. RECIPIENT PAYMENTS TO SUBCONTRACTOR

Grant Agreement No. 23053, Section 14, B, "**RECIPIENT** Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 14, Paragraph A, the **RECIPIENT** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **RECIPIENT** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **RECIPIENT** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

I. SUBCONTRACTOR MINORITY STATUS REPORTING

The **RECIPIENT** will be required to complete a Subcontractor Minority Status Reporting Form (Attachment H) when a subcontractor is selected. This form must be submitted to the **COMMISSION's** Contract Manager with the **RECIPIENT's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

The remainder of this page intentionally left blank.

CONTRACT FORM

This contract made this _____ day of _____ between, Taylor County, Florida, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR.**

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

1. **SCOPE OF WORK** – See **Attachment A – Scope of Work –**

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed $_____.

3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate August 1, 2024.

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

5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.

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

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

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.

7. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

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

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance, of at least $1,000,000.00 per person and property damage insurance of at least $50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

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

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

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

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Victor Blanco, Taylor County Extension, 203 Forest Park Drive, Perry, FL 32348, (850)838-3508, e-mail: victorblancomar@ufl.edu.

14. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEROF, the parties hereto have caused this instrument, as of the _____day of _____.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jamie English, Chairperson

ATTEST:

_____
Gary Knowles, Clerk

Witness:

_____ By: _____
Contractor

_____

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, _____who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

January 9, 2024

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Bid Packet Review – Taylor County Art Reef - 2024

Dear LaWanda:

Pursuant to your e-mail and request of January 5, 2024, I have reviewed the Bid Packet which also attached a proposed Contract.

I also noticed that Mr. Victor Blanco provided that he used the 2020 format that was used, he just amended or changed the proposed dates and the scope of work.

Based upon the above, the packet looks okay to me.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Ms. Salina Grubbs (via e-mail)
Mr. Victor Blanco (via e-mail)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS FOR JAIL ROOF REPAIRS.
MEETING DATE REQUESTED:	January 16, 2023

Statement of Issue: TO REPAIR A PORTION OF THE ROOF LOCATED AT THE COUNTY JAIL.

Recommended Action: APPROVE TRANSFER OF FUNDS FROM JAIL RESERVE FUND

Fiscal Impact: $29,000

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY JAIL STAFF HAS REPORTED THAT A PORTION OF THE ROOF AT THE COUNTY JAIL IS IN NEED OF REPAIR. QUOTES OBTAINED TO COAT AND SEAL THE SECTION OF ROOF TOTAL $28,071.

Options: APPROVE/NOT APPROVE

Attachments: EXPENDITURE REPORT

SELECTION CRITERIA: expledgr.account='59917'
ACCOUNTING PERIODS: 1/24 THRU 4/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 9001 - GENERAL FUND RESERVES

ACCOUNT / DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES									
59917 RESERVE-CAPITAL/JAIL					.00	.00	.00	BEGINNING BALANCE	
10/01/23	11-1				53,005.00			POSTED FROM BUDGET SYSTEM	
TOTAL RESERVE-CAPITAL/JAIL					53,005.00	.00	.00		53,005.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES					53,005.00	.00	.00		53,005.00
TOTAL FUND - GENERAL FUND					53,005.00	.00	.00		53,005.00
TOTAL REPORT					53,005.00	.00	.00		53,005.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

original

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	THE BOARD TO APPROVE THE REMOVALOF COUNTY INVENTORY ASSETS, AS AGENDED BY TERESA COPELAND
MEETING DATE REQUESTED:	JANUARY 16, 2024

Statement of Issue: **THE BOARD TO APPROVE REMOVASL OF LISTED COUNTY ASSETS**

Recommended Action: **APPROVE**

Fiscal Impact: **NONE**

Budgeted Expense: **NONE**

Submitted By: **TERESA COPELAND, DTIS DIRECTOR**

Contact: **(850) 838-3500 EXT 108**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE BOARD TO APPROVE THE REMOVAL OF SURPLUS ITEMS FROM LISTED DEPARTMENTS**

Options: **APPROVE**

Attachments: **SEE ATTACHMENTS**

Dispositions Request for Removal January 16, 2024		
Department	**BCC #**	**Description**
Public Works	#3315	Motor - Grader
Mosquito Control	#3542	Grizzly Sprayer
Public Library	#4928	Study Carrel
Steam Cleaner	#5157	Steam Cleaner
Public Works	#5629	Dodge Ram Truck
Public Works	#6498	Chair
Public Library	#6533	Cabinet
Library Grants	#6631	Scanner
Parks & Recreation	#7349	Chevrolet Truck
Airport	#7844	Chevrolet Car

DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

3315
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Public Works
Department Name

DEPT 0301
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
MOTORGRADER		JOHN DEERE
Model	**Year**	**Serial Number**
770B	1992	BH536488

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) old and worn out

Location: (required) road dept.

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature
DaWanda Pemberton

Hank Evans
Department Head

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

2

DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

3542
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MOSQUITO CONTROL
Department Name

DEPT 0281
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
SPRAYER		VECTEC
Model	**Year**	**Serial Number**
Grizzly	1993	10098

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☒ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE

Location: (required) SHOP @ ENVIROMENTAL SERVICES

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Department Head

Lawanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

4928
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PUBLIC LIBRARY
Department Name

DEPT 0431
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
STUDY CARREL		ATD AMERICAN COMPANY
Model	**Year**	**Serial Number**
	1999	

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) BROKEN , UNREPAIRABLE

Location: (required) LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Department Head

Amanda Pimbert

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

4

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5157
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Public Works
Department Name

DEPT 0301
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
STEAM CLEANER		NORTHERN TOOL & equipment
Model	**Year**	**Serial Number**
	2000	10001059

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE beyond repair

Location: (required) road dept. BACK SHED

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Department Head

Amanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

5

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5629
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Public Works
Department Name

DEPT 0301
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
TRUCK		DODGE RAM
Model	**Year**	**Serial Number**
RAM 250	2002	3B7KC26602M288433
Other Description:		
Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE beyond repair

Location: (required) road dept.

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____
Date

_____
Chairman Signature

Harold Evans
Department Head

Amanda Pemberton
County Administrator Approval

_____
Date Removed From Asset Records

_____
Fixed Assets Manager

4

DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

6498
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PUBLIC LIBRARY
Department Name

DEPT 0431
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
CHAIR		
Model	**Year**	**Serial Number**
GLOBAL MALAGA	1999	
Other Description:		
Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) BROKEN , UNREPAIRABLE

Location: (required) LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Department Head

Lawanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Public Library
Department Name

6533
Clerk Asset Number:

DEPT 0431
Number

Board Asset Number:

DATE: 8/21/23

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Cabinet		—
Model	**Year**	**Serial Number**
laminator cabinet		

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☒ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: disposition

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO longer usable

Location: (required) library

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date

Department Head

Chairman Signature
Lawanda Pemberton

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

8

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 6631

Board Asset Number:

FROM: Library Grants
Department Name

DEPT 0431
Number

DATE:

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Scanner		Microfilm
Model	**Year**	**Serial Number**
ST-200	9-30-2005	660087

Other Description:

Purchased with Grant: Yes/No? ☐ Yes ☒ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) No longer operational

Location: (required) Library

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Jo Ann Morgan
Department Head

Lawanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

7

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

7349
Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Parks & Recreation
Department Name

DEPT 0488
Number

DATE: 9/11/2023

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
TRUCK		CHEVROLET
Model	**Year**	**Serial Number**
SILVERADO 1500	2001	1GCEC14V01Z207381
Other Description:		
Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Wrecked and not usable

Location: (required) road dept.

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission

Date

Chairman Signature

Department Head

Lawanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

10

DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

7844

Clerk Asset Number: Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Airport
Department Name

DEPT 0500
Number

DATE: _____

To Whom It May Concern:
The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Car		Chevrolet
Model	**Year**	**Serial Number**
iIMPALA	05/07	2G1WS58R579416445

Other Description:

TAG # TF4072

Purchased with Grant: Yes/No? ☐ Yes ☐ No If 'Yes' please explain reason to allow disposition below.

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Mechanical not operational

Location: (required) AIRPORT LOCATION

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____
Date

Chairman Signature

Department Head

Lawanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners
Notice of Request for Proposals
ECG Management Systems Project

was published in said newspaper in the issues of:

December 6, 2023
December 8, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

12/08/23

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

NOTARY PUBLIC STATE OF FLORIDA
AMY K SADLER
MY COMMISSION # HH 276937
EXPIRES: June 23, 2026

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for the ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY. FLORIDA.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope similar package marked; Sealed bids for "ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY. FLORIDA" to the Clerk of Court, Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 p.m. local time, on Friday, January 12, 2024. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and respondents announced at 6:00 p.m. local time, or as soon thereafter as practical, on Tuesday, January 16, 2024 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/ respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. NO FAXED BIDS WILL BE ACCEPTED.

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact:
Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com
Bid packages may also be obtained from www.taylorcountygov.com

30

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners
NOTICE TO BIDDERS
CONCRETE APRON REHABILITATION – PHASE 2 at PERRY FOLEY AIRPORT

was published in said newspaper in the issues of:

December 1, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

12/01/23

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

NOTARY PUBLIC STATE OF FLORIDA
AMY K SADLER
MY COMMISSION # HH 276937
EXPIRES: June 23, 2026

NOTICE TO BIDDERS
CONCRETE APRON REHABILITATION – PHASE 2 at PERRY FOLEY AIRPORT TAYLOR COUNTY, FLORIDA

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 North Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4 pm local time on Friday, January 12, 2024 , for the Concrete Apron Rehabilitation – Phase 2 project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2; PERRY FOLEY AIRPORT." Bids will be opened at the Taylor County Board of County Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Tuesday, January 16, 2024 at 6:05 pm or as soon thereafter as possible. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and other miscellaneous concrete rehabilitation work.

The contract time for substantial completion of the Base Bid work shall be 30 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 60 calendar days from the date of the "Notice to Proceed (NTP)". Additional days will be awarded if additional alternates are awarded.

Beginning on Wednesday, November 29, 2023, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Ward Ketring at Perry Foley Airport at 850-838-3519. Beginning on Wednesday, November 29, 2023 , digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided by the Florida Department of Transportation and will be subject to all applicable requirements of the U.S. Department of Transportation grant assurances.

The successful contractor will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348 on Wednesday, December 13, 2023 at 10:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

The Taylor County Board of County Commissioners reserves the right, it its sole and absolute discretion, to reject, to cancel, or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. No faxed Proposals will be accepted.

OWNER'S CONTACT:
Jami Evans
County Grants Coordinator
Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553

ENGINEER'S CONTACT:
John Collins, P.E.
Senior Project Manager
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050

All bids should be addressed as follows: BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2 PERRY FOLEY AIRPORT

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners
Notice of Request for Proposals
C-Arm Project DMH

was published in said newspaper in the issues of:

December 6, 2023
December 8, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

12/08/23

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

NOTARY PUBLIC STATE OF FLORIDA
AMY K SADLER
MY COMMISSION # HH 276937
EXPIRES: June 23, 2026

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Boarid of County Commissioners is soliciting bids for Professional Consulting services for DIGITAL C-ARM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: Sealed bids for "DIGITAL C-ARM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA" to the Clerk of Court. 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 p.m., local time, on Friday. January 12, 2024. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and respondents announced at 6:10 p.m. local time, or as soon thereafter as practical, on Tuesday, January 16, 2023 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. NO FAXED BIDS WILL BE ACCEPTED. Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246. For additional information and a bid package contact:

Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com
Bid packages may also be obtained from www.taylorcountygov.com

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners
Invitation To Bid
1st Avenue Southeast Widening/Resurfacing

was published in said newspaper in the issues of:

December 6, 2023
December 13, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

12/13/23

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

AMY K SADLER
MY COMMISSION # HH 276937
EXPIRES: June 23, 2026

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the 1st Avenue Southeast Widening/ Resurfacing.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "Sealed Proposal for 1st Avenue Southeast Widening/Resurfacing" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on January 12, 2024. All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:15 P.M. local time, or as soon thereafter as practical, on January 16, 2024, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information MUST be obtained on-line from the following County Web Site address: https://www.taylorcountygov.com/government/county_bids/index.php

Note that a Pre-Bid Conference will not be held for this project. See Instructions to Bidders, Article 5 for information concerning requests for additional information or clarification.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. No faxed Proposals will be accepted. Additional Information may be obtained from: Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
850-838-3500

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Waste Pro**
MEETING DATE REQUESTED:	January 16, 2023

Statement of Issue: **CPI for 2021**

Recommended Action: **Approve**

Fiscal Impact: **4.11%**

Budgeted Expense: **Contractual**

Submitted By: **Waste Pro**

Contact: **Loyd Childree**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

December 22, 2023

Lawanda Pemberton

County Administrator

201 E. Green St.

Perry, Fl. 32347

RE: Commercial Refuse Collection Services "Modification of Rates"

Dear Lawanda,

Pursuant to the contract Page 5 para. 6 "Rate Increase" for Commercial Refuse Collection Services. Waste Pro is submitting our request for the annual CPI adjustment. This year's CPI increase based on the last trailing 12 months of the (CPI-WST) is 4.11%. Please see attached worksheet.

Waste Pro has enjoyed a wonderful relationship with Taylor County and wishes to continue serving the community for years to come. As always, should there be anything we can do for you and the County. Always feel free to reach out to me. lchildree@wasteprousa.com (850) 544-2226.

Thank you and we really appreciate the County's business.

Sincerely,
Loyd Childree
Dir. of Governmental Affairs
Waste Pro Coastal Region

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, January 2, 2024 9:52 AM
To: Marsha Durden; Agenda
Subject: FW: CPI

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners
http://www.taylorcountygov.com

From: Loyd Childree <lchildree@wasteprousa.com>
Sent: Tuesday, January 2, 2024 9:25 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: CPI

Good morning LaWanda,

Thank you for the suggestion. The 16th would be great.

Loyd Childree
Director of Governmental Affairs
Municipal Marketing Manager
Waste Pro – Coastal Region
Cell: (850) 544-2226

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Friday, December 22, 2023 9:01 AM
To: Loyd Childree <lchildree@wasteprousa.com>
Subject: RE: CPI

Thank you. Do you wish to appear before the Board on January 2nd or January 16th ? I would recommend the second meeting in January so that you may respond to my request regarding customer complaints/resolution of such.

Thank you !

LaWanda Pemberton

From: Loyd Childree <lchildree@wasteprousa.com>
Sent: Friday, December 22, 2023 8:51 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Mi-Lim Chun <mchun@wasteprousa.com>; Rick Chancey <rchancey@wasteprousa.com>
Subject: CPI

Good morning LaWanda,

I hope you are doing well and ready for the Christmas holidays. I have attached Waste Pro's CPI request as well as the worksheet. Please let ne know if you need any additional information.

Loyd Childree
Director of Governmental Affairs
Municipal Marketing Manager
Waste Pro – Coastal Region
Cell: (850) 544-2226

Taylor County

Annual Price Adjustment Analysis

Jan 2024- Dec 2024	CPI Index Aug-22	CPI Index Aug-23	Change	Percent Increase	CPI Component	CPI % Adjustement
CPI Calculation	287.168	298.975	11.807	4.11%	100%	4.11%

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of application for Solid Waste Hauling Services Permit.**
MEETING DATE REQUESTED:	**January 2, 2024**

Statement of Issue: To consider approval of permit for Solid Waste Hauling

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Slade Hendry has submitted a permit application in order to haul residential solid waste in Taylor County, FL.

Options: Approve/ Not approve/ approve contingent upon receiving all documentation.

Attachments: Permit Application and attachments.

Electronic Articles of Organization For Florida Limited Liability Company

L23000537161
FILED 8:00 AM
December 04, 2023
Sec. Of State
dsultana

Article I

The name of the Limited Liability Company is:

C & S SIDE SERVICES , LLC

Article II

The street address of the principal office of the Limited Liability Company is:

130 PINE TREE RD
PERRY, FL. US 32348

The mailing address of the Limited Liability Company is:

130 PINE TREE RD
PERRY, FL. US 32348

Article III

Other provisions, if any:

HAULING COUNTY RESIDENTS TRASH/YARD MAINTENACE

Article IV

The name and Florida street address of the registered agent is:

SLADE HENDRY
130 PINE TREE RD
PERRY, FL. 32348

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SLADE HENDRY

L23000537161
FILED 8:00 AM
December 04, 2023
Sec. Of State
dsultana

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGRM
JEFFERY BILYOU
3550 WOODMORE LN
PERRY, FL. 32348 US

Title: MGRM
SLADE HENDRY
130 PINE TREE RD
PERRY, FL. 32348 US

Article VI

The effective date for this Limited Liability Company shall be:

11/30/2023

Signature of member or an authorized representative

Electronic Signature: SLADE HENDRY

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

APPLICATION FOR
RESIDENTIAL SOLID WASTE HAULING SERVICES
PERMIT

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: Slade Hendry

Mailing Address: 130 Pine tree Rd Perry Fl 32348

Email Address: Slademan15@Hotmail.com

Telephone No.: 448-208-4899

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: Slade Hendry

Mailing Address: 130 Pine tree Rd Perry Fl 32348

Email Address: Slademan15@Hotmail.com

Telephone No.: 448-208-4899

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

partnership LLC

4. **Applicant's Principals.**

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: Slade Hendry

Address: 130 Pine tree Rd perry FL 32348

Title: President (owner)

5. **Applicant's Managers.**

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: ~~Slade Hendry~~ Jeffrey Scott bilyou II

Address: ~~3550~~ 3550 woodmore LN Perry Fl 32348

Title: part owner

6. **Proof of Good Standing.**

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. **Authorization to do Business in Florida.**

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. **Fictitious Name.**

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. **Applicant's Experience.**

(a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.

(b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.

(c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10 Prior Enforcement Issues.

(a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.

(b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.

(c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars ($5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.

(d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11 Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12 Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13 Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise

acceptable to the County, if the company is not rated by A.M. Best.

(a) Comprehensive General Liability Insurance with a limit of a one million dollar ($1,000,000) per occurrence and a one million dollar ($1,000,000) general aggregate. This policy must include the following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.

(b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred thousand dollars ($500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.

(c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and

(d) Employers Liability Insurance providing a single limit of not less than one million dollars ($1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars ($1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars ($1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

Taylor County Board of County Commissioners
108 N. Jefferson Street
Perry, Florida 32347

14 Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars ($50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15 Other Information.

Please provide any other information the Applicant believes will demonstrate that:

(a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.

(b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and

(c) The award of a Permit to the Applicant will be in the public interest.

16 Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17 Affidavit

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18 Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

19 Attachments

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.

TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS

Name: Brooke Dean

Address: 4710 bethea Rd

Name: Shanna Lago

Address: 4247 San Pedro Rd

Name: Jennifer Chandler

Address: 2485 Post oak Rd

Name: Alexis Davis

Address: 4314 Waldo Circle

Name: Cathy Porter

Address: 299 Miller Rd

Name: Hollie murphy

Address: 7090 W US98

Name: Carrie Caswell

Address: 2740 Ocean Pond Dr.

Name: Kelsey O'Quinn

Address: 1569 E James Smith Rd

Name: Darlene Floyd

Address: 18722 Key deer court

Name: Angela Kent

Address: 293 Paul Poppel Rd

Name:

Address:

TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type: Vehicle ☑ Equipment ☐ Container ☐

Make: Chevrolet Model: 1500 I.D. #: 1GCEK14TOX2 158452 Year: 1999

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: Model: I.D. #: Year:

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: Model: I.D. #: Year:

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: Model: I.D. #: Year:

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: Model: I.D. #: Year:

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: Model: I.D. #: Year:

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address: 130 Pine tree Rd Perry Fl 32346

ADDITIONAL INFORMATION 9(a) – 10(c)

Summary of Applicant's experience - 9(a): Personal experience in taking our own Trash to the dump aswell as my Grand Parents, and have "safty nets" so no trash gets littered on Roads.

List of Communities Where Solid Waste Collection Services Have Been Provided - 9(b): N/A ☑

Other Community Reference - 9(c): N/A ☑

Name: _____

Address: _____

Telephone No.: _____

_____

Name: _____

Address: _____

Telephone No.: _____

List of Communities Where Permit was Suspended or Revoked - 10(a): _____ N/A ☑

_____

_____

List of all Felony and Misdemeanor Convictions in Five Years - 10(b): _____ N/A ☑

_____

_____

List of all Civil Penalties and Liquidated Damages > $5,000 - 10(c): _____ N/A ☑

_____

_____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, Slade B. Hendry, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

RESIDENTIAL SOLID WASTE HAULING SERVICES

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above

project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this 20th day of Dec., ~~201~~ 2023

WITNESS:

Shana Deal DC

Slade Hendry

FLDL: 3350

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Slade Hendry, personally

known to me ( ) produced identification (✓) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this 20 day of Dec., 2023.

Kiara Gray, DC

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201__, by

_____

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/27/2023 **EXPIRATION DATE:** 12/26/2025

PERSON: SLADE B HENDRY **EMAIL:** SLADEMAN15@HOTMAIL.COM

FEIN: 934750868

BUSINESS NAME AND ADDRESS:

C & S SIDE SERVICES LLC

130 PINE TREE RD

PERRY, FL 32348

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

GEICO

Important Information

Here are your Policy Identification Cards
We've provided two (2) cards for each vehicle on your policy.

Need additional ID cards?

The GEICO Mobile app is the quickest way to get additional ID cards. You can also send a copy of your ID cards to anyone that needs them right from the app!

If your address changes, update it using the app or log in to geico.com. By keeping your information up-to-date, you'll continue to receive important policy documents.

SLADE BRINSON HENDRY
130 PINETREE RD
PERRY FL 32348-6020

Cut Along the Dotted Line

Florida Automobile Insurance Identification Card

GEICO GEICO INDEMNITY COMPANY

Policy Number / Florida Code No.	**Effective Date**
4453-19-84-28/ 09170	01/10/24

[X] Personal Injury Protection Benefits/Property Damage Liability [X] Bodily Injury Liability

Named Insured(s) Slade Brinson Hendry

1999 CHEV SILVER1500

Vehicle ID No. 1GCEK14T0XZ158452

Not valid more than one year from the effective date

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

1999 CHEV SILVER1500

Additional Drivers

Cut Along the Dotted Line

Florida Automobile Insurance Identification Card

GEICO GEICO INDEMNITY COMPANY

Policy Number / Florida Code No.	**Effective Date**
4453-19-84-28/ 09170	01/10/24

[X] Personal Injury Protection Benefits/Property Damage Liability [X] Bodily Injury Liability

Named Insured(s) Slade Brinson Hendry

1999 CHEV SILVER1500

Vehicle ID No. 1GCEK14T0XZ158452

Not valid more than one year from the effective date

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

1999 CHEV SILVER1500

Additional Drivers

GEICO

Need another form of proof of insurance?

You may need the Insurance Binder for most finance companies, dealerships or vehicle registrations.

Scan this code to get another form of proof of insurance immediately!

Cut Along the Dotted Line

1999 CHEV SILVER1500 GEICO

Coverage, including collision, may extend to rental vehicles that qualify as temporary substitutes or non-owned autos in your policy. Misrepresentation of insurance is a first degree misdemeanor.

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

If you're in an accident:

- Stay at the scene and find a safe area.
- Do not admit fault or disclose your coverage limits.
- Call the police, and gather driver and vehicle information.
- Find any witnesses and get their contact information.

To report a claim

Go to geico.com/claims, use the GEICO Mobile app or call 1-800-841-3000.

U4FL (06-20)

Cut Along the Dotted Line

1999 CHEV SILVER1500 GEICO

Coverage, including collision, may extend to rental vehicles that qualify as temporary substitutes or non-owned autos in your policy. Misrepresentation of insurance is a first degree misdemeanor.

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

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- Call the police, and gather driver and vehicle information.
- Find any witnesses and get their contact information.

To report a claim

Go to geico.com/claims, use the GEICO Mobile app or call 1-800-841-3000.

U4FL (06-20)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval to submit an application for Public Safety Complex Design Funding.
MEETING DATE REQUESTED:	January 16, 2024

Statement of Issue: The Florida Department of Emergency Management has offered funding for the design of public safety complexes is Identified counties.

Recommended Action: Approve application submittal.

Fiscal Impact: Significant savings to the county.

Budgeted Expense: None

Submitted By: John Louk, Director of Emergency Management

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:
Options: APPROVE/ DO NOT APPROVE

Attachments: 1. Public Safety Design Funding Application

PUBLIC SAFETY COMPLEX DESIGN FUNDING APPLICATION

The Florida Division of Emergency Management (Division or FDEM) was awarded $3,000,000 in non-recurring general revenue during the 2023-2024 Special Legislative Session to provide grant funding to fiscally constrained counties impacted by Hurricane Idalia for the planning and design of Public Safety Complexes.

The following counites are eligible and encouraged to apply for this funding opportunity:

- Columbia
- Dixie
- Gilchrist
- Hamilton
- Jefferson
- Lafayette
- Levy
- Madison
- Suwannee
- Taylor

The application period for this opportunity will be open for a 60-day period, beginning December 18th, 2023, to February 15, 2024.

Application Process

Applicants will complete the document titled "Public Safety Complex Design Application_2023" and email the documentation directly to the Division's Infrastructure Grant Specialist, Berenice Hernandez Avila at Berenice.Hernandez@em.myflorida.com. Priority will be given to applications that will fund public safety complexes, combining emergency operations, fire services, police services, emergency medical services, or dispatch in one facility. The Division will assess the applications and will award grants based on the greatest need. The following items will be taken into consideration by the Division when reviewing the submitted applications to determine funding allocations for the selected applicants:

- Whether current structures are damaged or unsafe
- Whether current structured are aged or appropriately hurricane rated for the geographic location or proposed site.
- The need for a consolidated and updated facility
- Whether the proposed facility can be expanded in the future as population increases or needs of the locality change.

Not all remaining applicants will receive funding as there is only $3,000,000 for the program. If further information is required, the Division will reach out to the applicants directly for the information as needed.

Funding Award and Reimbursement Process

The Division will notify all applicants of their award status via email. For the selected applicants, a webinar will be hosted detailing the funding agreements and next steps related to the reimbursement for eligible activities.

The Division will manage the reimbursement grant through Division of Emergency Management Enterprise Solution (DEMES). Funding Recipients will receive training from the Infrastructure Grant Specialist, detailing the login information and the procedures for the funding agreement documentation related to the reimbursement grant.

General Questions

WHO ARE THE ELIGIBLE APPLICANTS FOR THE DIVISION'S REIMBURSEMENT PROGRAM?

- The following fiscally constrained counties impacted by Hurricane Idalia: Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, and Taylor counties.

HOW ARE APPLICANTS SUBMITTING THEIR APPLICATION TO RECEIVE THIS GRANT?

- Completed applications will be sent to Division's Infrastructure Grant Specialist, Berenice Hernandez Avila at to Berenice.Hernandez@em.myflorida.com.

WHAT IS THE APPLICATION PERIOD FOR THE REIMBURSEMENT GRANT?

- The Application Period is December 18th, 2023, to February 15, 2024.

HOW WILL APPLICANTS BE NOTIFIED OF THEIR STATUS AND POTENTIAL FUNDING AMOUNTS?

- Applicants will be notified of their status in March 2024 via email.

WHAT HAPPENS IF THE DEADLINE IS MISSED TO SUBMIT AN APPLICATION?

- There will be no application extensions, the applicant will be ineligible to receive the grant. Additionally, incomplete applications will not be accepted.

Contact Information

For questions related to the Division's Public Safety Complex Design Funding Opportunity or Application please contact:

Christina Goetzman
Infrastructure Section Manager, Response Bureau
Christina.Goetzman@em.myflorida.com
Phone: 850-815-4205

Berenice Hernandez Avila
Infrastructure Grants Specialist, Response Bureau
Berenice.Hernandez@em.myflorida.com
Phone: 850-815-4206

Application

APPLICANT INFORMATION	
Name:	Taylor County BOCC
Phone Number:	850-838-3575
Email:	tcem@taylorsheriff.org
Street Address:	591 East Hwy 27
City:	Perry
State:	Fl
Zip:	32348
County:	Taylor

DAMAGED STRUCTURE INFORMATION

Building Name	Street Address	City	Zip	Year Built	Wind Speed Design	Percent of Structure Damaged	Value of Damages Incurred
Sheriff's Office Uniform Patrol	591 East Hwy 27	Perry	32348	1986	110-120	10	$5,000.00
Drug Task Force Office	2672 Pisgha Road	Perry	32347	1992	100	20	$22,000.00

Applicant has provided documentation from licensed Florida design professional verifying the information identified above: Yes ☐ No ☐

Describe the need for a consolidated and updated public safety complex:

Describe the proposed public safety's complex capability to expand and accommodate future county needs and population increases:

The new Taylor County Public Safety Complex will be designed to accommodate Emergency Management offices, an operations room large enough to support all ESF's and other management staff in addition to breakout rooms, bunk and shower facilities. The Taylor County Sheriff's Office will have designated office space for all leadership, uniform patrol activities and investigators. Taylor County Fire Rescue will also have designated office space for leadership, bunk space and equipment. The new Taylor County Public Safety Complex will provide a safe place to operate and shelter during major storms. The new facility will have a large parking area large enough to store vehicles, boats and other equipment in one location. It will also be designed to have a large, outside staging area big enough to stage responding agencies with RV facilities and supplies. The new complex will meet the current and severely lacking needs of all divisions. Plans for the new complex will be designed considering the 30-year population growth potential for Taylor County. Each division will need additional office space for staff, additional equipment storage and facilities as the population grows. All this will be taken into consideration during the planning and design phase. The new building site has already been identified with over 20 acres to grow with the times.

APPLICANT (Signature)

DATE

Jamie English, BOCC Chair

APPLICANT (Printed Name)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider appropriation of parcel 06060-200 to be used as the building site for the new Public Safety Complex and Shelter.
MEETING DATE REQUESTED:	January 16, 2023

Statement of Issue: A site is needed for construction of the new Taylor County Public Safety Complex and Shelter.

Recommended Action: Approve

Fiscal Impact: None

Budgeted Expense: None

Submitted By: John Louk, Director of Emergency Management

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/ DO NOT APPROVE

Attachments: 1. Parcel Map


06062-000
06061-000
06060-200
TAYLOR COUNTY
Unassigned Location RE
20.57 Acres Value $54,510
View: Report | Hurricane Damage Form
06060-300
06068-000
06060-002
6067-000

27

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Request for Opioid Funds to be released for the Opioid Prevention Program Assistant Position to the University of Florida.**
MEETING DATE REQUESTED:	January 16th

Statement of Issue: To approve the 4-H Opioid Prevention Educator Program Assistant Salary funding for Feb. 1st-June 30th 2024 in the amount of $11,792.

Recommended Action: To request for Opioid Funds, received from the County, to be released to the University of Florida ($11,792.00) for payment of salaries for the Opioid Prevention Program Assistant.

Fiscal Impact: $11,792.00 that supports 4-H Opioid Prevention Education in Taylor County.

Budgeted Expense: N/A

Submitted By: Abbey Tharpe, Taylor County 4-H Extension Agent II

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the Taylor County Board of County Commissioners to receive and approve the funding to support the continued work of the Opioid Prevention Educator in Taylor County through the partnership with the University of Florida Cooperative Extension and the County.

Options:

Attachments: see attached job description to support this position.

UF | IFAS Extension
UNIVERSITY of FLORIDA

PROSPER Program Assistant Job Description

General Description:

The PROSPER program assistant will work under the direct supervision of the County Extension Educator/PROSPER Team Leader to assist in organizing and coordinating the work of the PROSPER Team and other related workers and/or volunteers. Duties will involve the use of personal computers, a variety of software, and/or conventional office equipment. Duties will include organizing PROSPER team meetings and trainings, organizing and supporting family-based programs, working with the PROSPER Team Leader to support the school-based programs, assisting with program assessment, monitoring, and evaluation, and providing general management of PROSPER Team initiatives and programs.

The PA should have excellent organizational, problem-solving, and communication skills, demonstrate enthusiasm for the work, and can function both autonomously and as part of a collaborative group. The PA should be able to proactively maintain contacts with partners and important stakeholders, demonstrate professionalism, be resourceful, and be committed to PROSPER goals. It is desirable for the PA to have lived in the county and/or has extensive knowledge of existing social networks so these networks can be used to promote and sustain the PROSPER effort.

Characteristic Duties and Responsibilities:

1. ***Organize team meetings and ensure that regular, monthly meetings are conducted:***
   - Schedule meetings, find convenient locations, arrange for food/snacks, develop an agenda, make sure notes are taken, and share the notes afterward
   - Call members to remind them of their assignments prior to meetings
   - Meet with school staff as needed to recruit youth for the team and ensure that they can attend meetings if they occur during the school day
2. ***Organize and support family-based program offerings:***
   - Provide whatever support is needed to organize program logistics including: securing sites for the program(s), securing qualified facilitators, providing meals, child care, incentives, purchasing supplies, etc.
   - Provide whatever support is needed for recruitment and retain families to participate in the program(s) including: promotional campaigns, displays at parent/teacher conferences, ads on the radio/newspaper, posters throughout the community, working with school staff to recruit, overseeing the registration

process, working with a local arranger (if appropriate), sending out reminder cards, organizing follow-up phone calls, etc.

3. *Work with the PROSPER Leader to support the school-based program:*

- Coordinate with school administrators to make presentations to the school board
- Connect with the person who runs the Safe and Drug Free Schools and Communities program.

4. *Provide general management of PROSPER Team initiatives and programs:*

- Seek opportunities to promote the PROSPER effort to the community year-round (e.g., service groups, the school, faith community, health agencies, and family agencies)
- Find new sources of financial support including individuals, groups, businesses, and organizations that have a vested interest in positive youth and family development in the community
- Coordinate special activities at school, legislative forums, etc.
- Set up activities and timelines so that tasks can be delegated to team members to ensure they remain engaged and feel that they actively contribute to the effort
- Regularly update the PROSPER resource tracker
- Create program promotional materials

Knowledge, Skills, and Abilities:

1. Possesses excellent communication skills as the Team's ambassador to the community and connects to the PROSPER State Management Team
2. Has lived in the community and/or has extensive knowledge of existing social networks so these networks can be used to promote and sustain the PROSPER effort
3. Demonstrates enthusiasm for the work, possess excellent problem-solving skills, and can function both autonomously and as part of a collaborative group
4. Can proactively maintain contacts with partners and important stakeholders and is able to initiate contacts and develop new partnerships in the community to support the PROSPER effort
5. Possesses the ability to demonstrate professionalism, be resourceful, and be committed to PROSPER goals
6. Has exceptional organization skills and is willing to learn and follow institutional policies and procedures as a representative of the Extension system

Time Demands:

The project duration is for two years, with the potential for continued employment based on project funding. Depending upon the qualifications and experience, Program Assistants will work 20 hours per week.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to discuss possible grant submission to the Florida Commerce Rural Infrastructure Fund (RIF) grant program requesting funding assistance for the construction and installation of new AVGAS and Jet A fuel systems at Perry- Foley Airport.**
MEETING DATE REQUESTED:	**January 17, 2024**

Statement of Issue: Board to discuss submission of a possible grant application to the RIF program requesting funding assistance for the construction and installation of new AVGAS and Jet A fuel systems at Perry- Foley Airport. Staff has been notified the AVGAS fuel system will most likely not pass the next DEP inspection for licensing due to the age of the system and rust. To be viable, Perry -Foley Airport must be able to provide fuel to aircraft arriving or departing from the facility.

Recommended Action: Approve moving forward with submission of the RIF application.

Fiscal Impact: The two fuel systems have an estimated combined cost of $1,495,000. FDOT has indicated they can fund a portion of the project. As a Rural Economic Development Initiative area, the County can waiver a match on both the FDOT grant and the RIF grant. The County will be given additional consideration on the RIF grant due to Hurricane Idalia.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Both fuel systems are over twenty years old at Perry Foley Airport and do not meet current fire and electrical codes. Though the fuel farm is not a traditional RIF project, staff feels the County could submit a strong application as the Airport is a critical facility for economic development as well as tourism. In addition, a partnership on the project

with FDOT will strengthen the application. The fuel farm also meets the regulatory improvements in the RUIF program guidelines. The County has been working closely with the airport's consulting firm, AVCON, Inc. on the fuel farm issue and they are working with FDOT to obtain partial funding for the project.

The County has been awarded a RIF grant for a feasibility study, and the design, engineering, and permitting for the Steinhatchee Coastal Park (Woods site) in Steinhatchee. The RIF funding cycle was announced in late December with a grant submission deadline of February 6.

Attachments: Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve Amendment 1 to Contract For State Housing Initiative Partnership (SHIP) Program Administration Services with Government Services Group (GSG)/Anserv for continued program services for the administration of Hurricane Idalia housing disaster recovery services and extension of their contract as per the original contract with GSG, now known as Anserv.**
MEETING DATE REQUESTED:	**January 16, 2024**

Statement of Issue: Board to approve Amendment 1 to contract with GSG/Anserv to provide SHIP administration services for Hurricane Idalia housing disaster recovery funding.

Recommended Action: Approve Amendment 1 to GSG/Anserv contract for SHIP administration services.

Fiscal Impact: The administrative fees are paid for with SHIP funding.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: GSG/Anserv currently administers SHIP on behalf of the County and was selected through the formal bidding process. The current contract allowed for three, one (1) year extensions to their contract as allowed by Florida Housing Finance Corporation. As per SHIP guidelines, GSG/Anserv receives 10% of the grant award. Services include but are not limited to: qualification of homeowners, all home inspection services, work write-ups, preparation of bid and contract documents, construction management, and housing project(s) close-outs.

Attachments: Amendment 1 to Contract For State Housing Initiative Partnership (SHIP) Program Administration Services

TAYLOR COUNTY, FLORIDA
AMENDMENT NO. 1 TO CONTRACT FOR
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
PROGRAM ADMINISTRATION SERVICES

THIS AMENDMENT amends the terms and conditions as of this January _____ of 2024 of the contract that was entered into on 17 of November 2020 by and between the Taylor County Board of County Commissioners (hereinafter the "Owner") and Government Services Group, Inc., (hereinafter "GSG").

WHEREAS the Owner has solicited for competitive and selected GSG to perform Program Administration Services for the Owner's SHIP program: and

WHEREAS the Owner currently retains GSG to provide SHIP program administration and inspection services and GSG provides those services for the Owner, and

WHEREAS the Owner has received additional funding under the Florida Housing Finance Corporation's Hurricane Housing Recovery Program (HHRP) as a part of the SHIP Program, and

WHEREAS the Owner intends to amend GSG's current agreement to include HHRP Administration Services, and

WHEREAS, GSG has been acquired by Anser Advisory Consulting, LLC, and will henceforth be referred to as "Anser", with all assignment being transferred to "Anser" henceforth, and

WHEREAS, the term of the contract will be amended to provide adequate time to administer the HHRP funding, and extend Anser's current SHIP Program Administrative Services to the same date,

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the Owner and Anser agree to add the following provisions to the existing agreement:

<u>Scope of Services - HHRP Administration and Inspection Services</u>

- Review and Update Required Local Policies
- Design, streamline and manage the application process for eligible applicants
- Resolve any public inquiries with regard to available funding and HHRP eligibility criteria
- Process applications and determine eligibility of applicants in accordance with SHIP guidelines, Chapter 67-37, Florida Administrative Code, Program parameters and the County's LHAP.
- Establish and maintain the appropriate files in accordance with SHIP guidelines
- Work with lenders, realtors, and other funders to facilitate homebuyer closings
- Review documentation to ensure that there are no over-statements of fees or closing terms

- Issue the appropriate notices and correspondences to applicants at various increments within the transactional process
- Work with the County Clerk's office to coordinate the disbursement of funds for closing
- Prepare the appropriate real estate documents (mortgage, note and/or restrictive covenants) to secure the County's portion of the financial transaction
- Assist the contractors and homeowners with executing the necessary program documents to secure interest in the property and rehabilitation work
- Conduct Pre-construction Conference
- Conduct an Inspection of the property to determine the extent of the rehabilitation
- Draft work-write-ups and manage the contractor bid process
- Conduct periodic progress inspections of the rehabilitation work being done
- Process any requests for payments and drawdowns
- Provide written inspection report to the homeowners and the contractor
- Review Leveraging Opportunities/Other Possible Source of Financing
- Gather All Relevant Local Data and Support Documentation
- Representation During Site Visits and Monitoring
- Maintain Project Account Records
- Develop and Track Budget for Project Contract
- Oversight of Project Schedule and Compliance
- Coordination with Agencies and Contracts, As Necessary
- Oversight of Citizen Complaint Process
- Develop and Process Amendments, as needed
- Review Change Orders and Amendments for Compliance, as needed
- Provide Regular Project Status Reports to Commission
- Monitor All Project Activity to Ensure Compliance
- Provide All Other Necessary Technical Assistance
- Review Final Change Order, Pay Request, and Construction Documents
- Balance Final Project Budget for State Annual Reporting
- Prepare Documents for Administrative/Financial Close Out

Amount of Consideration

For the professional services to be provided in accordance with this contract, Anser will be compensated as follows:

HHRP Administration and Inspection Services - The Owner will pay Anser the sum of 10% of the County's total HHRP award for Administration Services. The fees are based upon available HHRP funds totaling $3,060,000. If additional HHRP funds are and/or become available, the fees will be adjusted accordingly. The Owner shall issue the fee amount, in

equal monthly payments, to Anser over a period of 24 months, to conclude in December, 2025. If the project is completed in less than 24 months, the balance of the Administration and Project Delivery fees will be paid to Anser after completion and submission of the Closeout Status Report to the Owner. Additionally, the Owner will extend Anser's scope and consideration of their previously agreed upon SHIP Program Administrative Services through the same concluding date of December, 2025. Upon this date, the Owner may choose to extend Anser's contract for another two (2) years.

(2) Method of Payments

Anser will submit a monthly invoice, which will reflect the equal monthly payment amount due. The invoice shall be submitted to the Owner for the Owner's review and approval. Payment will be made in accordance with the Florida Prompt Payment Act.

(3) Fee Schedule

The established fee schedule for additional services in Attachment B of the existing agreement will be utilized, and due to Anser's organizational capacity and HHRP Administrative needs, will now include the following personnel description and hourly rate:

Description	Hourly Rate
Assistant Project Manager	$90

Project Representatives

The Owner's Project Manager for this Contract is:

Melody Cox, Grants Administrator
401 Industrial Drive
Perry, FL 32348

Anser's Project Grants Manager is:

Tara Reynolds, Grants Manager
3800 Esplanade Way, Suite 100
Tallahassee, FL 32311
(850) 681-3717

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

Anser Advisory Consulting, LLC

By: _____

Corey Burbach, Senior Vice President

Attest: _____

Taylor County, Florida

By: _____

Jamie English, Chairman

Attest: _____

Name and Title: _____, Clerk of Court

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER REQUEST TO WAIVE $5 PER TON LANDFILL SURCHARGE PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REQUEST FOR DEBRIS DISPOSAL.
MEETING DATE REQUESTED:	January 16, 2023

Statement of Issue: TO ALLOW FOR WAIVER OF NON REIMBURSABLE CHARGE.

Recommended Action: APPROVE

Fiscal Impact: $23, 651

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FLORIDA DEPARTMENT OF TRANSPORTATION HAS PERFORMED HURRICANE IDALIA DEBRIS REMOVAL AND DISPOSAL ON THE BEHALF OF TAYLOR COUNTY. TIPPING FEES ARE CONSIDERED REIMBURSABLE EXPENDITURES BUT THE COUNTY IMPOSED SURCHARGE IS NOT. IN ORDER TO REDUCE POTENTIAL EXPENDITURES FDOT REPRESENTATIVES ARE RESPECTFULLY REQUESTING CONSIDERATION OF A ONE TIME FEE WAIVER FOR STORM RELATED SURCHARGES.

Options: APPROVE/NOT APPROVE

Attachments: CORRESPONDENCE FROM FDOT

LaWanda Pemberton

From: Butler, Lola <Lola.Butler@dot.state.fl.us>
Sent: Thursday, January 11, 2024 9:14 AM
To: LaWanda Pemberton
Cc: Stanbridge, Carrie; Rogers, Kevin
Subject: FW: Aucilla Tax

Lola J Butler
Lola J. Butler, MPH, FPEM
District 2 Emergency Management

Florida Department of Transportation
1109 South Marion Avenue
Lake City, FL 32025
District Office: (386) 961-7581
Work Cell: (386) 867-0182
Personal Cell: (352) 578-4650
D2 EOC: (386) 961-7320

FDOT
EMERGENCY MANAGEMENT

From: Ashley BeBout <abebout@eismanrusso.com>
Sent: Thursday, January 11, 2024 9:13 AM
To: Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>; Butler, Lola <Lola.Butler@dot.state.fl.us>
Subject: Aucilla Tax

EXTERNAL SENDER: Use caution with links and attachments.

Kevin/ Lola,

The total amount of the Taylor County $5 additional tax is $23,650.81. We don't anticipate hauling any additional debris there so this should be the final amount.

Thank you,

Ashley Bebout
Director of Emergency Operations
Eisman & Russo, Inc.
6455 Powers Avenue I Jacksonville, FL 32217
o: 904.733.1478 I c: 904.386.3882 I f: 904.636.8828
abebout@eismanrusso.com I www.eismanandrusso.com

LaWanda Pemberton

From: Butler, Lola <Lola.Butler@dot.state.fl.us>
Sent: Monday, January 8, 2024 3:13 PM
To: LaWanda Pemberton
Subject: FW: PAPPG regarding Tipping Fees - Taylor County

See below... Looking forward to your thoughts?

Thanks,

Lola J Butler

Lola J. Butler, MPH, FPEM
District 2 Emergency Management

Florida Department of Transportation
1109 South Marion Avenue
Lake City, FL 32025
District Office: (386) 961-7581
Work Cell: (386) 867-0182
Personal Cell: (352) 578-4650
D2 EOC: (386) 961-7320

FDOT
EMERGENCY MANAGEMENT

From: Whitley, Timothy <Timothy.Whitley1@dot.state.fl.us>
Sent: Monday, January 8, 2024 2:50 PM
To: Butler, Lola <Lola.Butler@dot.state.fl.us>
Cc: Doyle, Adam <Adam.Doyle@dot.state.fl.us>; Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>
Subject: RE: PAPPG regarding Tipping Fees - Taylor County

Lola,

The change was not authorized by us. We did not know about it until the invoice was sent.

Tim Whitley
Maintenance Contracts Manager
FDOT Gainesville Operations
(352) 381-4329
(352) 443-9291 Cell
(352) 381-4350 Fax
timothy.whitley1@dot.state.fl.us

From: Butler, Lola <Lola.Butler@dot.state.fl.us>
Sent: Monday, January 8, 2024 2:46 PM
To: Whitley, Timothy <Timothy.Whitley1@dot.state.fl.us>
Cc: Doyle, Adam <Adam.Doyle@dot.state.fl.us>; Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>
Subject: RE: PAPPG regarding Tipping Fees - Taylor County

Hi Tim,

A couple of questions… why/who authorized the change?

Thanks,

Lola J Butler

Lola J. Butler, MPH, FPEM
District 2 Emergency Management

Florida Department of Transportation
1109 South Marion Avenue
Lake City, FL 32025
District Office: (386) 961-7581
Work Cell: (386) 867-0182
Personal Cell: (352) 578-4650
D2 EOC: (386) 961-7320

FDOT
EMERGENCY MANAGEMENT

From: Whitley, Timothy <Timothy.Whitley1@dot.state.fl.us>
Sent: Monday, January 8, 2024 2:33 PM
To: Butler, Lola <Lola.Butler@dot.state.fl.us>
Cc: Doyle, Adam <Adam.Doyle@dot.state.fl.us>; Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>
Subject: FW: PAPPG regarding Tipping Fees - Taylor County

Good afternoon Lola,

Per the attached email, I approved a tipping fee rate of $34.00/ton for Taylor County C&D (H2279).

When we recently received an invoice for these fees from Ceres, the rate was changed to $39.00/tn (see image below). Based upon review from Eisman & Russo, it appears that the tipping fee is captured at the landfill, and then returned to Taylor County. Do you think it would be appropriate for Taylor County to waive the fee as it could be considered a special tax or fee as mentioned in PAPPG Chapter 7, Section I, E, 4 (page 106) and therefore not reimbursable?

Notice

Aucilla Area Solid Waste Administration Rates of Disposal as of October 1, 2023

Off Road Tires	**$ 280.00 Per ton**
Tires	**$ 195.00 Per ton**
Single Passenger Tire	**$ 4.00 Per Tire**
Single Passenger Tire with Rim	**$ 5.00 Per Tire**
Semi Tire	**$ 8.00 Per Tire**
Class I	**$ 45.00 Per Ton**
Class III	**$ 34.00 Per Ton**
Special Handing	**$ 100.00 Per Ton**
Mixed Loads	**$ 66.50 Per Ton**

Note :

All Waste Generated In Taylor County Will Have A $ 5.00 Per Ton Surcharge.

Please let me know your thoughts.

Thanks!

Tim Whitley
Maintenance Contracts Manager
FDOT Gainesville Operations
(352) 381-4329
(352) 443-9291 Cell
(352) 381-4350 Fax
timothy.whitley1@dot.state.fl.us

From: Ashley BeBout <abebout@eismanrusso.com>
Sent: Thursday, December 21, 2023 4:41 PM
To: Whitley, Timothy <Timothy.Whitley1@dot.state.fl.us>
Subject: PAPPG

EXTERNAL SENDER: Use caution with links and attachments.

4. Landfills and Tipping Fees

Landfill tipping fees usually include fixed and variable costs, along with special taxes or fees assessed by the jurisdiction in which the landfill is located. Eligible tipping fee costs are limited to the variable and fixed costs that are directly related to landfill operations, such as recycling tax. The components of tipping fees that are not directly related to landfill operations, such as special taxes or fees related to other government services or public infrastructure, are ineligible as part of the tipping fee. When providing PA funding for tipping fees, FEMA removes any ineligible components.

Ashley Bebout
Director of Emergency Operations
Eisman & Russo, Inc.
6455 Powers Avenue I Jacksonville, FL 32217
o: 904.733.1478 I c: 904.386.3882 I f: 904.636.8828
abebout@eismanrusso.com I www.eismanandrusso.com