

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**TUESDAY, MARCH 17, 2020
9:00 A.M.**

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES
5. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION DECLARING MARCH, 2020 AS CENSUS AWARENESS MONTH IN TAYLOR COUNTY, AS REQUESTED BY NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) .
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE SCRAP ROAD PROJECT (PINECREST ROAD) FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO CLOSE THE LIBRARY ON APRIL 9, 2020 TO PERFORM INVENTORY CHECK ON BOOKS AND MATERIALS, AS AGENDAED BY JOANN MORGAN, LIBRARY MANAGER.
8. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF MAINTENANCE AND SUPPORT AGREEMENT WITH IDEMIA IDENTITY AND SECURITY COMPANY, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF RS&H, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE PINECREST STREET RESURFACING PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION OF AWARD FOR THE REPLACEMENT OF THE TAYLOR COUNTY JAIL CHILLER, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
11. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM TOURISM TAX SINKING FUND FOR REPAIRS TO HERITAGE PAVILION STAGE ROOF, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. HE BOARD TO CONSIDER APPROVAL OF 2020 E911 SPRING RURAL COUNTY GRANT APPLICATION, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.
13. THE BOARD TO CONSIDER APPROVAL OF REQUEST BY DAN SCHAPPER, CROSSPOINT BAPTIST FELLOWSHIP, TO HOLD A PUBLIC GATHERING ON THE STEPS OF THE COURTHOUSE (EAST SIDE) ON MAY 5, 2020 (NATIONAL DAY OF PRAYER), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM BIG BEND CRIME STOPPERS, INC., FOR A LETTER OF AUTHORIZATION TO DESIGNATE BIG BEND CRIME STOPPERS, INC,. AS TAYLOR COUNTY'S AGENT FOR THE PURPOSE OF APPLYING FOR AND RECEIVING GRANT FUNDS FROM THE CRIME STOPPERS TRUST FUND, AS AGENDAED BY SHARON OFUANI, EXECUTIVE DIRECTOR.

PUBLIC REQUESTS:

15. TISHA PENNY, TCDA COORDINATOR, TO APPEAR TO PROVIDE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) UPDATE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO APPEAR TO DISCUSS REQUEST TO PLACE A STORAGE BUILDING ON COUNTY PROPERTY.
17. SHERIFF WAYNE PADGETT TO APPEAR TO PROVIDE UPDATE ON TAYLOR COUNTY SHERIFF DEPARTMENT'S COMMUNITY INVOLVEMENT ACTIVITIES.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE GREEN STREET SIDEWALK AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR, AS AGENDAED BY THE COUNTY ENGINEER.
19. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION OF AWARD FOR THE STEINHATCHEE BOAT RAMP DOCK REPLACEMENT PROJECT, DIRECT PURCHASING, AND SUPPLEMENTAL FUNDING PROPOSAL, AS AGENDAED BY THE COUNTY ENGINEER.
20. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO FUND GOPHER TORTOISE RELOCATION(S) FROM WITHIN THE CONSTRUCTION LIMITS OF THE HOUCK ROAD WIDENING/RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM ASYMMETRIC SOLUTIONS, FOR THE USE OF PERRY-FOLEY AIRPORT PROPERTY FOR TRAINING EXERCISES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM GENERAL FUND RESERVE FOR CAPITAL PROJECTS FOR REPLACEMENT OF HVAC UNIT AT FOREST CAPITAL HALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. 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.102, 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.



(5)

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

February 25, 2020

Ms. LaWanda Pemberton, County Administrator
Taylor County
201 East Green Street
Perry, FL 32347

RE: Proclamation Declaring the Month of March 2020 as
Census Awareness Month.

Dear LaWanda:

The next Decennial Census will be taken this year and will be used to determine political representation to the United States House of Representatives, state legislatures and local governments. Data from the Census provides the basis for distributing more than \$675 billion in federal funds annually to communities across the country to support programs impacting the amount of funding that will be provided by the state and federal government for a number of programs including housing, education, transportation, employment and healthcare.

April 1, 2020 marks the official, constitutionally-mandated Census Day where every resident is called on to "be counted." It is recommended that the County join in a public outreach effort by designating the month of March 2020 as Census Awareness Month.

Therefore, the Council requests that the County issue the enclosed proclamation declaring the month of March 2020 as Census Awareness Month. **Following adoption of the proclamation, please send me a signed copy of the proclamation.**

If you have any questions concerning this matter, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

xc: ✓ Cindy Mock, Secretary to the Board of County Commissioners
Honorable Annie Mae Murphy, County Clerk

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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 **SCRAP ROAD PROJECT (Pinecrest Road) FUND** for the fiscal period ending September 30, 2020, 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 **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$200,000	177-3344906	SCRAP Grant Revenue
\$200,000	0343-53401	SCRAP Foley Cutoff Road 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 17th day of March, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

Additional grant funding received

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

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SUPPLEMENTAL NO.

1

CONTRACT NO.

G0828

FPN

432606-1-54-01

Dept: 0343

Recipient: Taylor County

1/27/2020 | 2:13 PM EST

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 1-22-16 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

1) Additional SCRAP funds in the amount of \$200,000 will be added to assist with bid shortfall amount - See Exhibit B (Schedule of Financial Assistance)

2) Paragraph 1(D) will add the following language to concerning the Department's Conflict of Interest Policy:

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

3) Quarterly Invoices and Progress Reporting update: Paragraph 3 (B) Compensation and Payment will be replaced with the following language: Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on quantifiable, measureable and verifiable deliverables. An approved department progress report shall be submitted with each invoice.

4) Public Records Request update:

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

Reason for this Supplemental and supporting engineering and/or cost analysis:


1) Add funds in the amount of \$200,000 to assist with bid shortfall amount. 2) The Original Agreement must be updated regarding conflicts of interest to reflect the amendment of Chapter 337.14 Florida Statutes, effective July 1, 2019 and 3) The Original Agreement must be updated regarding quarterly invoices and progress reports.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**


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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By: 
Name: Pam Feagle
Title: Chair

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 8A93B2A035C34AA...
Name: Greg Evans
Title: District Secretary
1/27/2020 | 2:13 PM EST

Legal Review:

DocuSigned by:

DOF7F95A0D9F451...

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF CLOSING THE LIBRARY ON APRIL 9, 2020 TO PERFORM AN INVENTORY CHECK ON BOOKS AND MATERIALS AT THE TAYLOR COUNTY PUBLIC LIBRARY.

MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue: LIBRARY DIRECTOR IS REQUESTING THAT STAFF HAVE AN IN-HOUSE DAY TO PERFORM AN INVENTORY CHECK ON APRIL 9, 2020 AT THE TAYLOR COUNTY PUBLIC LIBRARY

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense:

Submitted By: JOANN MORGAN

Contact: 850-838-3512

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: LAST INVENTORY WAS MAY 2015

REASONS FOR INVENTORY INCLUDE:

- TO PRESENT AN ACCURATE AND UP-TO-DATE COLLECTION OF ASSETS FOR THE USER.
- TO IDENTIFY MATERIALS THAT MEET THE CRITERIA FOR WEEDING; AND
- TO IDENTIFY MATERIALS THAT HAVE BEEN INCORRECTLY CATALOGED.

Options: CLOSE THE LIBRARY FOR INVENTORY ON APRIL 9, 2020 FOR INVENTORY DURING REGULAR OPERATING HOURS OR PAY STAFF OVERTIME FOR INVENTORY TO BE PERFORMED ON SATURDAY OR SUNDAY.

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF
MAINTENANCE AND SUPPORT AGREEMENT WITH IDEMIA
IDENTITY AND SECURITY COMPANY.**



MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue: TO EXTEND THE MAINTENANCE AND SERVICE
AGREEMENT FOR THE LIVESCAN EQUIPMENT LOCATED
AT THE TAYLOR COUNTY JAIL.

Recommended Action: APPROVE AGREEMENT

Fiscal Impact: \$2,396

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE JAIL'S LIVESCAN EQUIPMENT IS USED TO SCAN, STORE, AND TRANSMIT FINGERPRINTS OF ARRESTEES AND NEW HIRES TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT. THE EQUIPMENT WAS GIVEN TO THE COUNTY BY FDLE AS A PART OF A GRANT PROGRAM. IDEMIA IS A SOLE SOURCE PROVIDER OF SERVICE AND MAINTENANCE FOR THIS EQUIPMENT.

Options: APPROVE/DENY

Attachments: COPY OF MAINTENANCE AND SUPPORT AGREEMENT.



5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

March 4, 2020

Lieutenant Chrisann Cook
Taylor County Sheriff's Office
108 N Jefferson St #103
Perry, FL 32347
Chrisann.cook@taylorsheriff.org
(850)584-4333

RE: Maintenance and Support Agreement # 001880-004

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Taylor County Sheriff's Office Maintenance and Support Agreement** for the period **April 11, 2020 through April 20, 2021** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at Karla.VAZQUEZ@idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 764-3908 or e-mail Karla.VAZQUEZ@idemia.com. Thank you in advance.

Thank you,

Karla Vazquez
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

TAYLOR COUNTY SHERIFF'S OFFICE

Signed by: _____

Signed by: _____

Printed Name: Michael Kato

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001880-004

CUSTOMER: Taylor County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Location
LSS-R	FDLE Cabinet LiveScan System including: <ul style="list-style-type: none">• MESA LiveScan Station Application Software License• Tenprint/Palmprint 500PPI Scanner• Computer, touch screen monitor, keyboard• Ruggedized Cabinet• Digital Camera, Software• Signature Caputer Tablet• Label Printer• Drivers License Parsing Scanner, 2D Barcode• FDLE specific transmission software	FLTALV02	Taylor County Jail 589 Highway US 27 East Perry, FL 32348
Printer	Mono Card Printer MS810DN, 2 Drawers	FLTAPR02	

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 001880-004

Date March 4, 2020

New Term Effective

Start April 11, 2020

End April 20, 2021

STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

- ☐ **Users Conference Attendance (\$3,586 per Attendee)** Year: 2020 Number Attendees Requested
- Registration fee
 - Daily meals
 - Hotel accommodations
 - Roundtrip travel for event
 - Ground transportation to/from the conference airport to the conference hotel

\$ _____

GRAND TOTAL

\$ 2,396.00

**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Maintenance and Support Agreement - Number SA # 001880-004

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Maintenance and Support Agreement - Number SA # 001880-004

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Taylor County Sheriff's Office ("Customer"), having a place of business at 108 N Jefferson St #103, Perry, FL 32347, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as

underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software

may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11 If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Taylor County Sheriff's Office
Attn: Lieutenant Chrisann Cook
108 N Jefferson St #103
Perry, FL 32347
Phone: (850)584-4333

Seller: Idemia Identity & Security USA LLC
Attn: Maintenance Agreements
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or

oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE RS&H, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE PINECREST STREET RESURFACING PROJECT.

9

MEETING DATE REQUESTED:

March 17, 2020

Statement of Issue: Board to consider obtaining Professional Construction Engineering and Inspection (CEI) services for the Pinecrest Street Resurfacing project.

Recommended Action: Staff recommends that the Commission approve the RS&H, Inc. Task Order for the Pinecrest Street Resurfacing project CEI Services.

Fiscal Impact: FISCAL YR 2019/20 - \$89,220.32

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On January 6, 2020, the Board of County Commissioners approved awarding the construction contract for the Pinecrest Street Resurfacing project to Pigott Asphalt and Sitework, LLC. As part of that discussion, the Board also approved funding the expected approximately \$10,000 overall project shortfall which was inclusive of the expected \$90,000 CEI expense. That approval included funding from the District 4 Secondary Road Paving Cost center (0308-56314). Subsequent to that approval, Staff requested a proposal from RS&H, Inc. for professional CEI Inspection services for oversight of the project. The attached Task Order, including an itemized staffing estimate was found to be reasonable and is recommended for award and will be governed under the terms of their recently approved continuing contract for Professional Engineering Services (approved February 3, 2020).

Options:

- 1) Accept and approve the RS&H, Inc. Task Order for the Pinecrest Street Resurfacing project CEI services.
- 2) Deny the proposed Task Order and state reasons for such denial.

Attachments:

RS&H, Inc. CEI Task Order CEI_RSH-02

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: CEI_RSH-02

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Pinecrest Street Resurfacing Project

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: **RS&H, Inc.**
157 SW McFarlane Ave
Lake City, FL 32025
800-741-2014

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of February 3, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: February 26, 2020 proposal and Staff Hour Estimate

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Ninety (90) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of _____ DOLLARS (\$ _____). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Eighty-Nine Thousand Two Hundred Twenty Dollars and Thirty-Two Cents DOLLARS (\$ 89,220.32). CONSULTANT's compensation shall be based on the actual work required by this Task Order.


(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

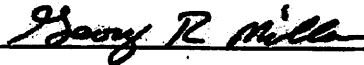
The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 3rd
day of March 2020, for the purposes stated herein.

RS&H, Inc.


Witness

By: 
Signature

George R Miller
Print Name

Title: Vice President

TAYLOR COUNTY, FLORIDA

By: _____
Signature

Print Name

Title: _____

Date: _____



Task #2	
Project:	432606-1-54-01 CR-361 Pinecrest St.
Desc:	Resurfacing; Sidewalk Signing
County Engineer:	Kenneth Dudley, P.E.

\$ 89,220.32 CEI Proposal
 \$ 365,000.00 Cost of Const.
 24% Ratio

Projected			2020																								Total Hours	Salary Cost	Total Cost
Position	STAFF	Firm	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7	8/14	8/21	8/28	9/4	9/11			
Sr. Project Eng.		RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8											112	\$ 21,835.52	\$ 21,835.52
Project Eng.		RS&H																									0	\$ -	\$ -
Cont. Suppl Spec.		RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8											112	\$ 9,609.60	\$ 9,609.60
Sr. Inspector		RS&H	40	40	40	40	40	40	40	40	40	40	40	40	40	40											560	\$ 51,749.60	\$ 51,749.60
Inspector		RS&H								40																	40	\$ 2,764.00	\$ 2,764.00
Plant Inspector		RS&H								40																	40	\$ 3,261.60	\$ 3,261.60
																											Task Amendment #1		\$ -
																											Task Amendment #2		\$ -
																												\$ 89,220.32	\$ 89,220.32

Actual			2020																								Total Hours	Salary Cost	Total Cost
Position	STAFF	Firm	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7	8/14	8/21	8/28	9/4	9/11			
Sr. Project Eng.		RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8											112	\$ 21,835.52	\$ 21,835.52
Project Eng.		RS&H																									0	\$ -	\$ -
Cont. Suppl Spec.		RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8											112	\$ 9,609.60	\$ 9,609.60
Sr. Inspector		RS&H	40	40	40	40	40	40	40	40	40	40	40	40	40	40											560	\$ 51,749.60	\$ 51,749.60
Inspector		RS&H								40																	40	\$ 2,764.00	\$ 2,764.00
Plant Inspector		RS&H								40																	40	\$ 3,261.60	\$ 3,261.60
																											Actual Accrued Totals	\$ 89,220.32	\$ 89,220.32
																											Current Budget Over/Under	\$ -	\$ -

Time Summary		
Est. Inspection Start Date	3/27/2020	Estimated
Est. Construction Start Date	4/3/2020	Estimated
Construction Duration (Days)	90	
Days Added or Estimated		
Est. Construction End Date	7/1/2020	
Est. Inspection End Date	7/8/2020	
Date \$ Run Out	7/8/2020	Update formula with Actual Staff and Multipliers
TWO End Date	5/23/2024	
Date Funds Encumbered	5/31/2019	
Actual Project Finish (Fin. Acc.)	TBD	

Invoice #	Invoice Amount	Invoice Totals
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
Totals	\$ -	\$ -

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Board to consider approval of bid committee recommendation for replacement of the Taylor County Jail Chiller

MEETING DATE REQUESTED:

March 17, 2020

Statement of Issue: Consider approval of bid by MCS Mechanical Contractor, Inc.

Fiscal Impact: \$81,262

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County Jail staff determined that a chiller that serves that facility is in need of replacement. Based on this finding, a bid specification was prepared. The bid specification was approved the County Commission on January 21st and was mailed to all local contractors, the contractor presently under contract with the county and was advertised in the local newspaper twice prior to the deadline of February 28th for receiving bids.

The bid committee respectfully recommends that the Board accept the bid from MCS Mechanical Contractor, Inc. in the amount of \$81,262.00

Options:

1. Accept the bid committee recommendation
2. Choose not to accept recommendation

Attachments:

1. Copy of bid committee notes



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
FROM: Bid Committee
RE: Taylor County Jail Chiller Replacement
DATE: March 10, 2020

The bid committee for the Taylor County Jail Chiller Replacement, consisting of Mark Stephens, LaWanda Pemberton and Danny Griner met on March 10, 2020 to discuss the bid result for the Jail Chiller replacement bids that were received by the Board on March 2, 2020. The bids received were as follows:

COMPANY	BASE BID	7 YR. WARRANTY	TOTAL
Climate Control Mechanical Services, Inc.	\$169,436	Included	\$169,436
MCS Mechanical Contractor, Inc.	\$81,262	Included	\$81,262
Comfort Temp Company	\$137,386	Included	\$137,386
ST Cloud Welding & Fabrication, Inc.	\$115,000	Included	\$115,000
MSI-QMS Mechanical Services	\$139,000	Included	\$139,000
Air Mechanical & Service Corp.	\$147,000	Included	\$147,000

The Bid Committee found that the bid packages were complete and included all of the required liability insurance, worker's compensation and public entity crimes forms. The committee noted that the bid submitted by MCS Mechanical Contractor, Inc. contained an additional \$42,800 option for a 7 year warranty on the existing chiller, but decided that the funds could not be spent on that service. The committee found that the only local bidder was St. Cloud Welding & Fabrication, Inc., but, the 5% local vendor allowance did not overcome the base bid amount difference. The committee also noted that the contractor would need to list the county as additional insured on the insurance document prior to signing of a contract.

The Bid Committee respectfully recommends that the Board accept the lowest bid of **\$81,262.00** from MCS Mechanical Contractor, Inc.

Handwritten signature of Mark Stephens.
Mark Stephens

Handwritten signature of LaWanda Pemberton.
LaWanda Pemberton

Handwritten signature of Danny Griner.
Danny Griner

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM TOURISM TAX SINKING FUND FOR REPAIRS TO HERITAGE PAVILION STAGE ROOF.

MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue: REMAINING FUNDING IN THE HERITAGE PAVILION DEPARTMENT IS NOT ADEQUATE FOR QUOTES RECEIVED TO REPAIR THE HERITAGE PAVILION ROOF.

Recommended Action: APPROVE REQUEST TO TRANSFER FUNDS

Fiscal Impact: \$10,500

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE HERITAGE PAVILION STAGE ROOF IS IN NEED OF REPAIR DUE TO WEATHER EXPOSURE. STAFF SOLICITED FOR QUOTES FOR REPAIR AND THE LOW QUOTE RECEIVED WAS \$20,000. FUNDING AVAILABLE FOR THIS PROJECT IS \$9,617.

REQUEST BOARD APPROVAL TO TRANSFER \$10,500 FROM 3RD CENT TOURISM TAX SINKING FUND TO ALLOW FOR REPAIR OF STAGE ROOF.

Options:

- 1)TRANSFER FROM 3RD CENT RESERVES FOR REPAIRS
- 2) TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY FOR REPAIRS

Attachments:

SCOPE OF WORK
SUMMARY OF QUOTATIONS RECEIVED



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
FROM: Danny Griner
RE: Heritage Pavilion Roof Repair
DATE: March 2, 2020

Due to damage to the Heritage Pavilion roof from weather exposure, staff was instructed to procure quotes from contractors to undertake repairs of that damage. The quote request was advertised in the local newspaper and sent to 9 roofing contractors. The quote request only resulted in 2 responses and the amounts of the quotes received are as follows:

COMPANY	PRICE
JOEY CARLTON LLC	No Quote
M A MASSEY CONSTRUCTION INC	No Quote
DUCKSWORTH ROOFING INC	No Quote
MICHAEL C. RHODES	No Quote
LEWIS WALKER ROOFING	No Quote
OGLES ROOFING & CONSTRUCTION	No Quote
JAMES DEREK BOYINGTON	\$22,500.00
THOMAS WILLITS CONSTRUCTION	No Quote
CHILDERS ROOFING INC	\$20,000.00

The 2 quotes submitted were both deemed to be compliant with the minimum county requirements for liability and workers compensation insurance.

The lowest price received was Childers Roofing Inc. and the 5% allowance for Mr. Boyington as a local bidder did not overcome the quote difference. Staff recommends a contract be executed with Childers Roofing Inc. in the amount of \$20,000.00.

Danny Griner



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

January 29, 2020

JAMES DEREK BOYINGTON
3191 MCKINLEY MADDOX RD
PERRY, FLORIDA 32347

Dear Sir or Madam:

The Taylor County Board of County Commissioners is soliciting quotes for roof repairs to the Heritage Pavilion, located on the Forest Capital Park site at 203 Forest Park Drive, Perry, Florida 32348. There is no mandatory walkthrough; however, you may visit the site any time that is convenient for you. The deadline for receiving quotes shall be 5:00 p.m., Friday, February 28, 2020. Quotes should be delivered to the Taylor County Administrative Complex, located at 201 East Green Street, Perry, Florida 32347 (faxed quotes will not be considered). I have included quote sheets for your convenience.

If you have any questions, please contact Danny O'Quinn at (850) 672-1550, or via email at danny.oquinn@taylorcountygov.com.

Respectfully,

A handwritten signature in blue ink, appearing to read "W D Griner".

William D. Griner
Building Official, Taylor County

SUMMARY OF WORK

Furnish all labor, material, equipment and insurance necessary to complete the described work at the Heritage Pavilion, located on the Forest Capital Hall grounds, 203 Forest Park Drive, Perry, Florida 32348.

Scope of Work generally includes repairs to the existing roof framing and metal roof panels.

GENERAL REQUIREMENTS

Contractor will maintain General Liability insurance of at least \$1,000,000.00, holding the County harmless for the contractor's negligence and listing the County as an Additional Insured. Contractor shall provide proof of current Workers Compensation insurance, or an approved exemption with signed hold harmless agreement.

The County reserves the right, in its sole and absolute discretion, to reject any or all quotes, to cancel or withdraw this quote request at any time and waive any irregularities in the quote process. The County reserves the right to award any portion of the project 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 proposal 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 a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12.

SCOPE OF WORK

- Replace rotted wood at the rear of the heritage pavilion.
- Remove roofing panels from entire roof.
- Cut 2x6 tongue and groove decking approximately 8 feet in length back to the center of the second rafter from the lower end. Replace lower 8 feet with new treated 2x6 tongue and groove decking.
- Cover new decking with 30 mil felt paper attaching with button nails.
- Construct new fascia board by ripping 1x4's in half making them approximately 3/8" thick and layering them so that they can be conformed to the curved shape of the roof and gluing them together using wood glue and screw them together using 1 1/2" deck screws one layer at a time.
- Stain underside of decking as well as new fascia to match existing as close as possible.
- Attach original roofing panels using new roofing screws in original holes but sliding roof panels towards the front of the stage to achieve a 6" overhang in the front.
- Install new 6 foot roof panels at the rear of stage to achieve a 6" overhang at the rear of stage so that the front panels overlap the 6 foot panels in the rear, attaching them with new roof screws in the same original pattern.
- Extend gable rake as needed.
- This is for labor only. County will provide all materials.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



2020 E911 RURAL COUNTY MAINTENANCE GRANT

Meeting Date:

March 17th, 2020

Statement of Issue: This application is for the 2020 Spring Rural County Grant. This grant funds the maintenance costs associated with Taylor County's 911 system.

Recommendation: Approve the application

Fiscal Impact: \$ 48,734.84 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Katie Morrison

Contact: (850) 838-1104 or katie.morrison@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The E911 Rural County Grant Program is used to assist rural counties with installation and maintenance of an enhanced 911 system, and to provide "seamless" E911 throughout the State of Florida. This grant will help to cover maintenance expenses associated with the E911 system. This is a reimbursement grant; There is no match for this grant, as it is 100% funded by the State E911 Board.

Options: 1. Approve the application

-
2. If not approved, we will be unable to pay for our 911 maintenance
-

Attachments:

1. Grant application
 2. Quotes from vendors
-

APPLICATION

**E911 RURAL COUNTY GRANT
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida
Administrative Code, Rural County Grants
E911 Rural County Grant Program Application,
Revised 02/17/16**

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide “seamless” E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties’ directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

- A. **Enhanced 911 (E911):** As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. **E911 Maintenance:** Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. **E911 System:** Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. **Next Generation 911 (NG-911):** Means 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.
- E. **Public Safety Answering Point (PSAP):** As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

4.0 E911 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
Implementation period	One year from the award notification letter date.	One year 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 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.myflorida.com
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-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.
- 5.4 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 competitive complete 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 competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 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 E911 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 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. 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, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 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 5.4 and 5.5.
- 5.9 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 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 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 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.
- 5.12 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.
- 5.13 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 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 item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 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

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 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.

6.3.2 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.

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

6.3.4 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.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 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. Allowable costs for daily per diem shall not exceed \$186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 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.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 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 E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 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 Appendix IV 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 payment of funding with a completed Expenditures Reporting Form, with 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.
- 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. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. 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.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 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.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:
Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 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 Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 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 award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly 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.
- 9.5 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.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.

- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County Taylor County

**STATE OF FLORIDA E911 BOARD
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: **\$48,734.84**

Project Title: **2020 Taylor County Maintenance Grant**

1. Board of County Commissioners Chair: Pam Feagle
Mailing Address: PO Box 620
City: Perry
State: Florida Zip: 32347 -
Phone: (850) 838-3500 Fax: 850-838-3501
Email Address:
2. County 911 Coordinator: Katie Morrison
Mailing Address: PO Box 620
City: Perry
State: Florida Zip: 32347 -
Phone: (850) 838-1104 Fax: 850-223-2049
Email Address: Katie.morrison@taylorsheriff.org
3. Federal Tax ID Number: 59-6000879

County Taylor

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

A. County	<u>Taylor County</u>
B. Population	<u>21,623</u>
C. Total Number of Incoming Nonwireless Trunks	<u>6/4 MFN</u>
D. Total Number of Incoming Wireless Trunks	<u>17</u>
E. Number of PSAP's	<u>1</u>
F. Number of Call-taking Positions per PSAP	<u>4</u>
G. Total Volume of 911 Calls	<u>10,033</u>
H. What equipment is needed to maintain the Enhanced 911 system?	<u>N/A</u>
I. What equipment is requested in this grant application?	<u>N/A</u>
J. Financial Information:	
1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?	<u>\$46,499.27</u>
2.) What are the current annual costs for maintenance of items included in 1.)?	<u>\$59,112.84</u>
3.) Total amount of E911 fee revenue received in the preceding year?	<u>\$75,227.89</u>
4.) Total amount of county carry forward funding retained in the preceding year?	<u>\$23,198.00</u>
5.) Current total amount of county carry forward funding?	<u>\$235,243.00</u>
6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.13 multiplied by two)	<u>\$45,136.73</u>
7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) Insert in Item 12. Budget Expenditure Report	<u>\$0.00</u>

5. Describe your county's existing E911 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 position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 with an online database.

6. 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.
- **Solacom Support (10/2/20-10/1/21)**
AntiVirus Management, Position Software Support, Guardian Hardware Support
 - **AK Maintenance (5/1/20-4/40/21)**
Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed, it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of option 1-5 days). Engineering-Design of PSaP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.
 - **Intrado Support (6/1/20-5/31/21)**
MapSAG Annual Support and Maintenance, MapFlex Standalone System Support and Maintenance, MapFlex Server Support and Maintenance
 - **Exacom Support (5/17/20-5/16/21)**
Examcom HW/SW Warrant/Service; Supports Recorder, Hardware, Software Assurance, remote Support
7. 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.

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.

8. 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. 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 would provide, wireless phase II operation at our center would be difficult to continue.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Taylor County currently has Enhanced 911 with wireless phase I and II services as defined by the State 911 Plan. In section 4.4 of the State E911 Plan coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 911 service to all of the residents, businesses, and visitors of Taylor County.

10. 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 in advance for projects or coverage that are needed for 2020-2021. Upon approval of the grant, a budget request will be provided to the 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.

11. Sole source justification (if applicable).

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

12. Budget/Expenditure Report

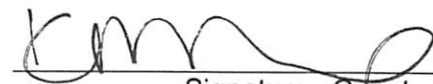
Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	Taylor	Grant Number:		Report Date:	
---------	--------	---------------	--	--------------	--

For Grant Period Ending:	<input checked="" type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:	2020	FINAL	<input type="checkbox"/>
--------------------------	--	----------------------------------	---------------------------------------	--------------------------------------	-------	------	-------	--------------------------

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)		Revised Budget	Total Cumulative Expenditures (\$)
A. Systems (Hardware, Software, Equipment & Labor)						
	Total System Items					
B. Services (Training, Maintenance and Warranty Items)						
Exacom Recorder Annual Support	\$3,386.00	1	\$3,386.00			
Solacom Second Tier Support	\$7,458.84	1	\$7,458.84			
MapFlex Support and Maintenance	\$8,465.00	1	\$8,465.00			
AK Elite Premier Maintenance	\$29,425.00	1	\$29,425.00			
	Total Service Items		4			
Less any Applied County Carry Forward or other Funding (if applicable)						
Grant Request Total			\$48,734.84			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	


Signature, County 911 Coordinator

County

Taylor

13. 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.

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

14. Authority

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

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE

Pam Feagle

Printed Name

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 administering 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 telecommunications 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.

Appendix II

Request for Change

Name of County: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	\$	\$

Justification For Change:

Signature of Authorized Official

Date

For E911 Board use only.

Approved: Yes ☐ No ☐

E911 Board's Authorized Representative

Date

Appendix III

Quarterly Report

County:

Grant Number:

Report Date:

Project Status Update:

Problems/Delays:

Signature of Authorized Official

Date

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	
---------	--	---------------	--	-----------------	--	---------------	--

Budget Categories					
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)	Previous Request Amount (\$)	Current Request Amount (\$)
A. Systems (Hardware, Software, Equipment & Labor)					
B. Services (Training, Maintenance and Warranty Items)					
Grant Request Total					

Request payment of funding (if applicable) <input type="checkbox"/>
Justification of payment funding need:

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II 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 E911 Phase II 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: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II 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
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

PRIORITY 4: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 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 E911 Rural County Grant Program for any E911 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 Revenues		
1	County	<div style="border: 1px solid black; padding: 2px;">Taylor County</div>	Fiscal Year <div style="border: 1px solid black; padding: 2px;">2018/2019</div>
2	Wireless E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 36,547.18</div>	
3	Non-wireless E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 22,106.36</div>	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 16,574.35</div>	
5	E911 State Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	(Grant required unique accounting code)
6	Rural County Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 58,426.85</div>	(Grant required unique accounting code)
7	Emergency Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	<div style="border: 1px solid black; padding: 2px;">\$ 65,452.82</div>	
9	E911 Board Special Disbursement	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
10	Total E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 75,227.89</div>	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 109,724.06</div>	
12	County Funded E911 Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 149,831.43</div>	
13	Subtotal Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 259,555.49</div>	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
15	Rural County Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 58,426.85</div>	
16	Emergency Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
17	Subtotal Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 58,426.85</div>	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 317,982.34</div>	Calculation Item #13 + Item #17
Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	<div style="border: 1px solid black; padding: 2px;">\$ 88,021.19</div>	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	<div style="border: 1px solid black; padding: 2px;">\$ 23,198.00</div>	Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19
22	Excess Cost Recovery	<div style="border: 1px solid black; padding: 2px;">\$ (142,072.78)</div>	Calculation (Item #10 + Item #8 + Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.
Item No.	Contact Information		
24	Name of person preparing response:	<div style="border: 1px solid black; padding: 2px;">Katie Morrison </div>	
25	Title/Position of person preparing response:	<div style="border: 1px solid black; padding: 2px;">911 Coordinator</div>	
26	Telephone number:	<div style="border: 1px solid black; padding: 2px;">850-838-1104</div>	
27	E-Mail address of person preparing response:	<div style="border: 1px solid black; padding: 2px;">katie.morrison@taylorsheriff.org</div>	
28	Date:	<div style="border: 1px solid black; padding: 2px;">03/11/2020</div>	
In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes			



We have prepared a quote for you

AK Maintenance

Quote # 000248
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



AK Maintenance

Description		Price	Qty	Ext. Price
AKEPMaint	AK Elite Premier Maintenance AK Elite Premier Maintenance - 5/1/20 through 4/30/21	\$29,425.00	1	\$29,425.00
<p>Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.</p>				

Subtotal: **\$29,425.00**

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



AK Maintenance

Prepared by:

AK Associates

Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E
Perry, FL 32347
Katie Morrison
(850) 672-1976
katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000248

Version: 1

Delivery Date: 02/05/2020

Expiration Date: 05/03/2020

Quote Summary

Description	Amount
AK Maintenance	\$29,425.00

Total: **\$29,425.00**

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature: _____

Beth Stankus

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

02/05/2020

Signature: _____

Name: _____

Katie Morrison

Date: _____



We have prepared a quote for you

Exacom Support

Quote # 000242
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



Exacom Support

Description	Price	Qty	Ext. Price
9004000 HS-SUP- Exacom HW/SW Warranty/Service E Exacom HW/SW Warranty/Service (Remote Support - Essentials) <ul style="list-style-type: none">• Supports Existing EXACOM Recorder• Covers All Hardware• Software Assurance Included• Support provided remotely via telephone and e-mail• This is the sixth and final year for Hardware support unless HW refresh is done. Refresh may be done early to address Server 2008 OS EOL and H4 upgrade.	\$3,386.00	1	\$3,386.00
Dates of Support: 5/17/20 through 5/16/21			

Subtotal: **\$3,386.00**

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



Exacom Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000242

Version: 1

Delivery Date: 02/05/2020

Expiration Date: 05/17/2020

Quote Summary

Description	Amount
Exacom Support	\$3,386.00

Total: **\$3,386.00**

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature:

A handwritten signature in cursive script that reads 'Beth Stankus'.

Signature:

Name:

Beth Stankus

Name:

Katie Morrison

Title:

Manager of Accounting

Date:

Date:

02/05/2020



We have prepared a quote for you

Intrado Support

Quote # 000263
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



MapSAG Support

Description	Price	Qty	Ext. Price
MS-SUP-SU MapSAG Annual Support and Maintenance - Single User MapSAG Annual Support and Maintenance - Single User	\$1,950.00	2	\$3,900.00
Dates of Support: 6/1/20 through 5/31/21			
Subtotal:			\$3,900.00

MapFlex Support

Description	Price	Qty	Ext. Price
MF-SA-SUP MapFlex Standalone System Support and Maintenance MapFlex Standalone System Support and Maintenance	\$499.00	4	\$1,996.00
MF-SRV-SUP MapFlex Server Support and Maintenance MapFlex Server Support and Maintenance	\$2,569.00	1	\$2,569.00
Dates of Support: 9/25/20 through 9/24/21			
Subtotal:			\$4,565.00

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



Intrado Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000263

Version: 1

Delivery Date: 02/11/2020

Expiration Date: 09/25/2020

Quote Summary

Description	Amount
MapSAG Support	\$3,900.00
MapFlex Support	\$4,565.00
Total:	\$8,465.00

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature:

A handwritten signature in cursive script that reads 'Beth Stankus'.

Name:

Beth Stankus

Title:

Manager of Accounting

Date:

02/11/2020

Signature:

Name:

Katie Morrison

Date:



We have prepared a quote for you

Solacom Support

Quote # 000240
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



Managed Services

Description	Price	Qty	Ext. Price
SV-AVMgr-1yr AntiVirus Management/ Positions - 1 Year	\$150.00	4	\$600.00
Dates of Support: 10/2/20 through 10/1/21			

Subtotal: **\$600.00**

Warranty/Maintenance

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 Position Software Support - Year 3	\$1,300.00	4	\$5,200.00
MT-HSGUARD-03 Guardian Hardware Support - Year 3	\$1,658.84	1	\$1,658.84
Dates of Support: 10/2/20 through 10/1/21			

Subtotal: **\$6,858.84**

7 Independence Avenue
Derry, NH 03038
<http://www.akassociates911.com/>
(603) 432-5755



Solacom Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000240

Version: 1

Delivery Date: 02/05/2020

Expiration Date: 10/02/2020

Quote Summary

Description	Amount
Managed Services	\$600.00
Warranty/Maintenance	\$6,858.84
Total:	\$7,458.84

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature:

A handwritten signature in cursive script that reads 'Beth Stankus'.

Name: Beth Stankus

Title: Manager of Accounting

Date: 02/05/2020

Signature: _____

Name: Katie Morrison

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE A REQUEST BY DAN SCHAPPER FROM CROSSPOINT BAPTIST FELLOWSHIP TO HOLD A PUBLIC GATHERING ON THE STEPS OF THE COURTHOUSE (EAST SIDE) ON MAY 5, 2020, (THE NATIONAL DAY OF PRAYER) AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue:

THE NATIONAL DAY OF PRAYER IS MAY 5, 2020. LOCAL AREA CHURCHES ARE ORGANIZING A PUBLIC GATHERING ON THAT DAY AND WISH TO HOST IT ON THE STEPS OF THE COURTHOUSE ON THE EAST SIDE OF THE BUILDING AS THEY HAVE DONE ANNUALLY SINCE 2015.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR FOR DAN SCHAPPER

Contact:

Dan Schapper 850-672-0562

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST FROM BIG BEND CRIME STOPPERS, INC., FOR A LETTER OF AUTHORIZATION TO DESIGNATE BIG BEND CRIME STOPPERS, INC., AS TAYLOR COUNTY'S AGENT FOR THE PURPOSE OF APPLYING FOR AND RECEIVING GRANT FUNDS FROM THE CRIME STOPPERS TRUST FUND, PURSUANT TO SECTION 16.555 (5) (b), FLORIDA STATUTES.

MEETING DATE REQUESTED:

Statement of Issue:

IN ORDER TO APPLY FOR AND RECEIVE MONEY FROM THE CRIME STOPPERS TRUST FUND, THE BOARD MUST DESIGNATE THE BIG BEND CRIME STOPPERS, INC., AS ITS AGENT THROUGH WHICH THESE FUNDS WILL BE CHANNELED. SECTION 16.555 (5)(b), FLORIDA STATUTES, AUTHORIZES THIS TRANSACTION.

Recommended Action:

APPROVE AND SIGN THE LETTER

Fiscal Impact:

GRANT FUNDS TO BE APPLIED FOR

Budgeted Expense:

N/A

Submitted By:

SHARON OFUANI, EXEC DIRECTOR

Contact:

850-222-0890

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

LETTER OF REQUEST FROM SHARON OFUANI
SERVICES OFFERED BY BIG BEND CRIME STOPPERS, INC.,
RECOMMENDED LETTER FORMAT



February 18, 2020

Board of

Directors:

Sharon Ofuani
Executive Director
Big Bend Crime
Stoppers

Linda Nelson
President
Entrepreneur

Janet Hinton
Treasurer
CEO Shout
Ministries

James "JD" Adams
Landscape
Architecture

Don Head
Entrepreneur

Angela Green
Anchor
WTXL

Bo Schmitz
General Manager
Hampton Inn

Leann Stalenburg
SVP Security
Administration
Capital City Bank

Richard Otway
Loss Prevention
Supervisor
Trulieve

Kathy McGee
Enrollment Quality
Assurance
Coordinator

Dear Pam Feagle, Chairman, Taylor County Commissioner

As you are aware, Big Bend Crime Stoppers represents 7 counties in the big bend area: Leon, Wakulla, Jefferson, Taylor, Liberty, Gadsden, and Franklin. Established in 1984, as a not-for-profit organization, Crime Stoppers has been successful in assisting law enforcement agencies in removing undesirable individuals from the community in each county. Primary funding of the organization comes from the Office of Attorney General's (OAG) Crime Stoppers Trust Fund grant-in-aid program. Every three years, per subsection 16.555(5)(b) of the Florida Statutes (1998 Supplement) that a "Letter of Agreement" be obtained from each county commission authorizing Big Bend Crime Stopper, Inc. to act as your county's agent for the purpose of applying for and receiving monies from the Crime Stopper Trust Fund. Monies from the Trust Fund can only be utilized by Big Bend Crime Stoppers, Inc. as permitted by the OAG guidelines.

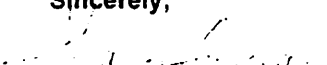
We respectfully request your continued support. We've included a copy of your previous letter of support for compliance with our request and statement requirements, (attachment B). The same letter may be resent with a current date. Please send the requested letter to:

The Honorable Ashley Moody
Office of Attorney General
State of Florida
The Capitol
Tallahassee, FL 32399-1050

Attachment C is information relative to our performance for calendar 2019. Attachment (D) is information regarding the services that are offered by Crime Stoppers to each law enforcement agency in participating counties. As noted in the services provided and our performance for calendar year 2019, combining funds under crime stoppers yields a significant return for all partners.

Your letter of agreement must be received to the state no later than April 1, 2020. Please forward a copy of your signed letter to Crime Stoppers at Sharon Ofuani, Executive Director. Should you have any questions or concerns, please don't hesitate to contact me at 850-222-0890.

Sincerely,

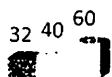

Sharon Ofuani, Executive Director
Big Bend Crime Stoppers



Performance Report - 2019

The Crime Stoppers program is a free service to law enforcement. It is based on the simple principle that for every crime committed someone other than the criminal has information that would solve it. Crime Stoppers relieves the fear of involvement or retaliation by offering anonymity and encourage tipsters by offering rewards. The following are our statistics.

Arrests



This impressive increase in arrest rate over the past 3 years demonstrate that this organization is an effective tool in the fight against crime. In 2017, the reward payout was increased from up to \$3,000 to \$500 - \$5,000. Additionally, with new funding, program awareness and outreach were expanded. We believe both are impacting factors to the bottom line: the increase in arrest.

2017 2018 2019

Rewards By Offense- 2019

Warrants	\$29,825.00
Drugs	\$ 6,360.00
Theft	\$ 4,310.00
Burglary	\$ 2,750.00
Firearms	\$ 2,000.00
Aggravated Stalking	\$ 1,000.00
Robbery	\$ 800.00
Total	47,045.00

Funding for rewards are made possible from Office of the Attorney General, donations and fundraisers. While warrants consist of all types of criminal activities, overall, most offenses are drug related. Of the reward payouts, thirteen (13) were \$1,000-\$3,000.

Tips and Rewards by County

County	Tip Count 2019	Rewards Paid 2017-2019
Franklin	5	\$ 1,100.00
Gadsden	67	\$ 1,990.00
Jefferson	15	\$ 500.00
Leon	896	\$83,045.00
Taylor	19	0.00
Liberty	5	\$ 500.00
Wakulla	27	\$ 2,165.00
Totals	1034*	\$89,300.00

Source: P3 System as provided by Law Enforcement Coordinator. The tip count represents tips forwarded to the respective county.

Tipsters are reporting crime via the tip line, mobile and website. Many tips remain open because there is insufficient information to develop probable cause that results in an actual arrest. The need to educate the public on what to describe when providing a tip is being addressed. Since 2017, all counties have active tipsters and most have reward payouts.

In Closing,

Year in Review January – December 2019

Total Tips – 1389 (this tip count represent total received)

Arrests – 60

Cases Cleared – 128

Rewards - \$47,045.00

Crime Stoppers Does Work!



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

March 17, 2020

The Honorable Pam Bondi
Office of the Attorney General
Department of Legal Affairs
State of Florida
The Capital
Tallahassee, FL 32399-1050

Re: Letter of Agreement-Crime Stoppers Trust Grants

Dear Attorney General Bondi:

By this letter, the Taylor County Board of County Commissioners respectfully requests consideration of an award of grant monies pursuant to Section 16.555(5)(b), Florida Statutes, and authorizes Big Bend Crime Stoppers, Inc., to act as the Board's agent for the purpose of applying for, and receiving grant monies from, the Crime Stoppers Trust Fund.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS*County Commission Agenda Item***SUBJECT/TITLE:**

Update on what the Taylor County Sheriff's Office is doing in the community.


**MEETING DATE REQUESTED:**

March 17, 2020

Statement of Issue:**Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:** Stacey Steele, Executive Assistant**Contact:** Marty Tompkins, Chief Deputy 850-584-4225**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

History, Facts & Issues: The Sheriff would like to come before the Board and present what he and his staff have been doing in the community and future things to come.

Options:**Attachments:**

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	BOARD TO CONSIDER APPROVAL OF THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT FOR THE GREEN STREET SIDEWALK AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.
MEETING DATE REQUESTED:	March 17, 2020

Statement of Issue: The Florida Department of Transportation (FDOT) recently undertook construction of a concrete sidewalk from Arena Ave to Howard Street as a federally funded Local Agency Project. Before finalizing the project, FDOT must ensure the project's continued maintenance.

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

Fiscal Impact: FISCAL YR 2019/20 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners approved a request received from FDOT on July 1, 2016 regarding a proposed Local Agency Program (LAP) project to construct a sidewalk along Green Street from Arena Ave to Howard Street. That agreement obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor. The project is fully constructed and is ready to move into its maintenance phase.

On December 9, 2019, the Board of County Commissioners and the City of Perry approved an Interlocal Agreement delineating the respective portions of maintenance responsibility within the Green Street Right-of-Way. See attached. The approved County Maintenance responsibility is for that portion eastward of the East Clark Street Right-of-Way and is the subject of the attached Construction & Maintenance Agreement.

On February 28, 2020, the Board of County Commissioners received a request from the Florida Department of Transportation to execute a Construction & Maintenance Agreement that would obligate the County to own, operate, maintain and repair our respective portion of the sidewalk going forward. The agreement also assigns maintenance responsibility of the remaining portion to the City of Perry.

Given previous approvals to accept FDOT's funded construction and management of the sidewalk project, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

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

Attachments:

Authorizing Signature Resolution
Construction & Maintenance Agreement
Interlocal Agreement - Maintenance Responsibility

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COUNTY MAINTAINED PORTION OF THE GREEN STREET SIDEWALK

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Green Street Sidewalk Construction & Maintenance Agreement, and

WHEREAS, Taylor County will be responsible to own, operate, maintain and repair the Green Street Sidewalk within the Green Street Right-of-Way beginning at its intersection with the East Clark Street Right-of-Way and ending at the West Howard Street Right-of-Way, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the Green Street Construction & Maintenance Agreement with FDOT.

PASSED in regular session this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Pam Feagle, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

CONSTRUCTION & MAINTENANCE AGREEMENT

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

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, a portion of which commences at Clark Street and extends to Howard Street and is owned by the Agency ("Agency Property"), and a portion of which commences at Arena Street and extends to Howard Street and is owned by the City of Perry ("City Property"), as more particularly described in **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to the construction of a new sidewalk along County Road 356/Green Street ("CR 356") commencing at Clark Street and extending to Howard Street, as more particularly shown in attached **Exhibit "B"**, Composites 1-7, all of which will be located within the Property; and
3. The Department shall fund construction of the Improvement subject to the provisions of that certain separate Local Agency Program ("LAP") funding agreement entered into by and between the Department and the Agency November 26, 2018, attached as **Exhibit "C"**; and
4. The Agency shall construct, own, operate, maintain and repair the Improvement; and
5. The Department has no objection to the Agency entering into a separate interlocal agreement with the City for purposes of allowing the City to maintain the Improvement located on or within the City Property, so long as the Agency agrees that for purposes of this Agreement, the responsibility for ownership, operation, maintenance and repair of the Improvement lies with the Agency; and
6. The Agency by Resolution _____ dated _____ authorizes its representative to enter into this Agreement, see attached **Exhibit "D"**.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

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

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

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

7. PERMITS

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

8. PRECONSTRUCTION ACTIVITIES

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Improvement. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery by the Department without condition or delay.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. CONSTRUCTION

The Agency shall construct the Improvement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and applicable Governmental Law.

11. OPERATION, MAINTENANCE & REPAIR

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

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 *CFR* 1.27 and under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

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

12. EMINENT DOMAIN AND DAMAGES

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

13. INDEMNIFICATION

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

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

14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

15. NOTICE

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

Department: Florida Department of Transportation
Attention: Janet Turner Jones
Maintenance Engineer
657 Plantation Road
Perry, Florida 32348

Agency: Taylor County
Kenneth Dudley, P.E.
201 East Green Street
Perry, Florida 32347

16. GOVERNING LAW

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

17. INITIAL DETERMINATION OF DISPUTES

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

18. VENUE AND JURISDICTION

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

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

19. JURY TRIAL

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

20. ASSIGNMENT

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

21. THIRD PARTY BENEFICIARIES

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

22. VOLUNTARY EXECUTION OF AGREEMENT

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

23. ENTIRE AGREEMENT

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

24. EXECUTION OF DOCUMENTS

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

25. SUFFICIENCY OF CONSIDERATION

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

26. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such

terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

27. INTERPRETATION

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

28. CAPTIONS

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

29. SEVERANCE

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

30. COMPUTATION OF TIME

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

31. MODIFICATION OF AGREEMENT

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

32. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS
AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

33. ANNUAL APPROPRIATION / FUNDING

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

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of forty (40) pages.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Agency: Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

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EXHIBIT "A"
COMPOSITE A-1

Construction of sidewalk on CR 356 (Green St) from Clark Street to Howard Street in Taylor County.



EXHIBIT "B" Cont'd
 COMPOSITE B-2

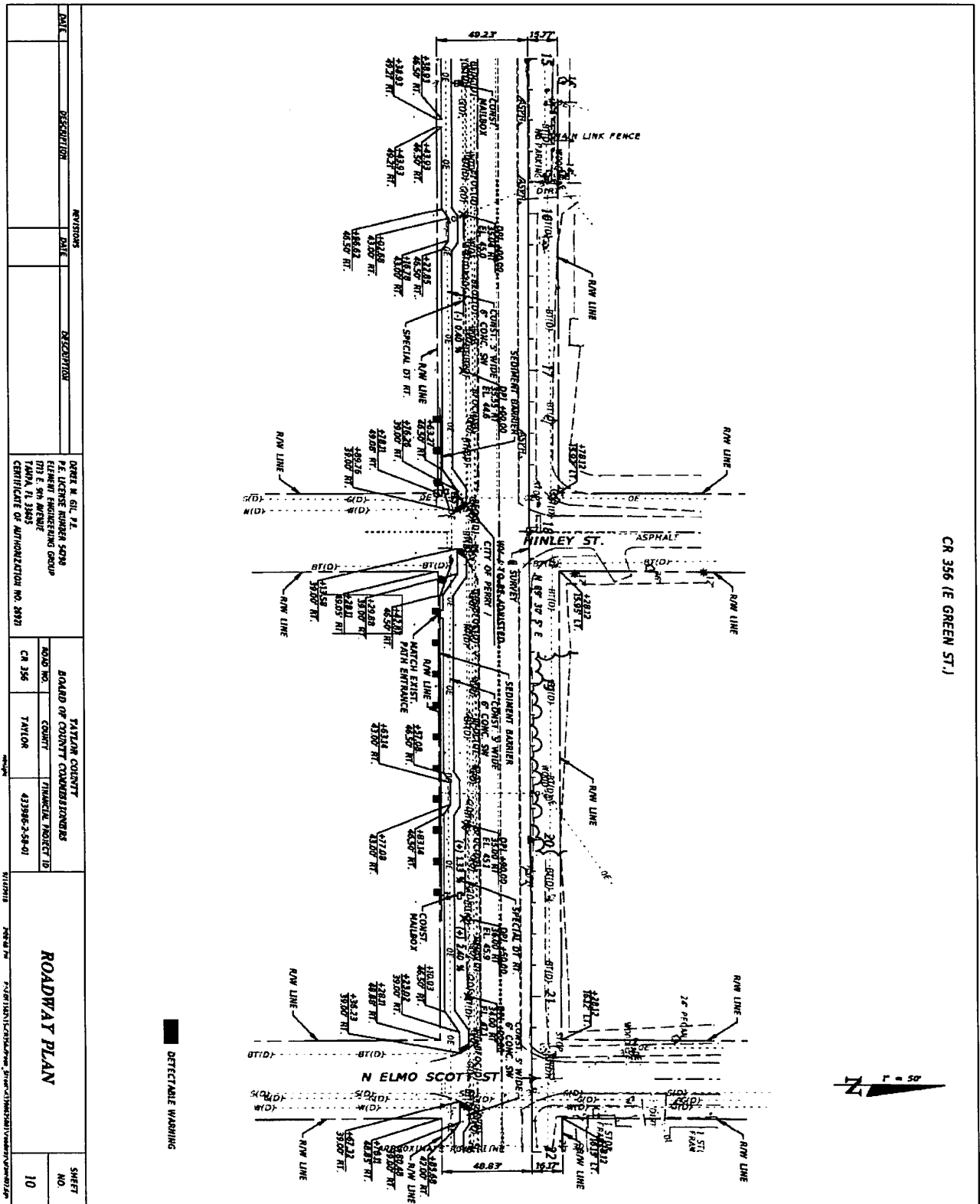




EXHIBIT "B" Cont'd
 COMPOSITE B-4

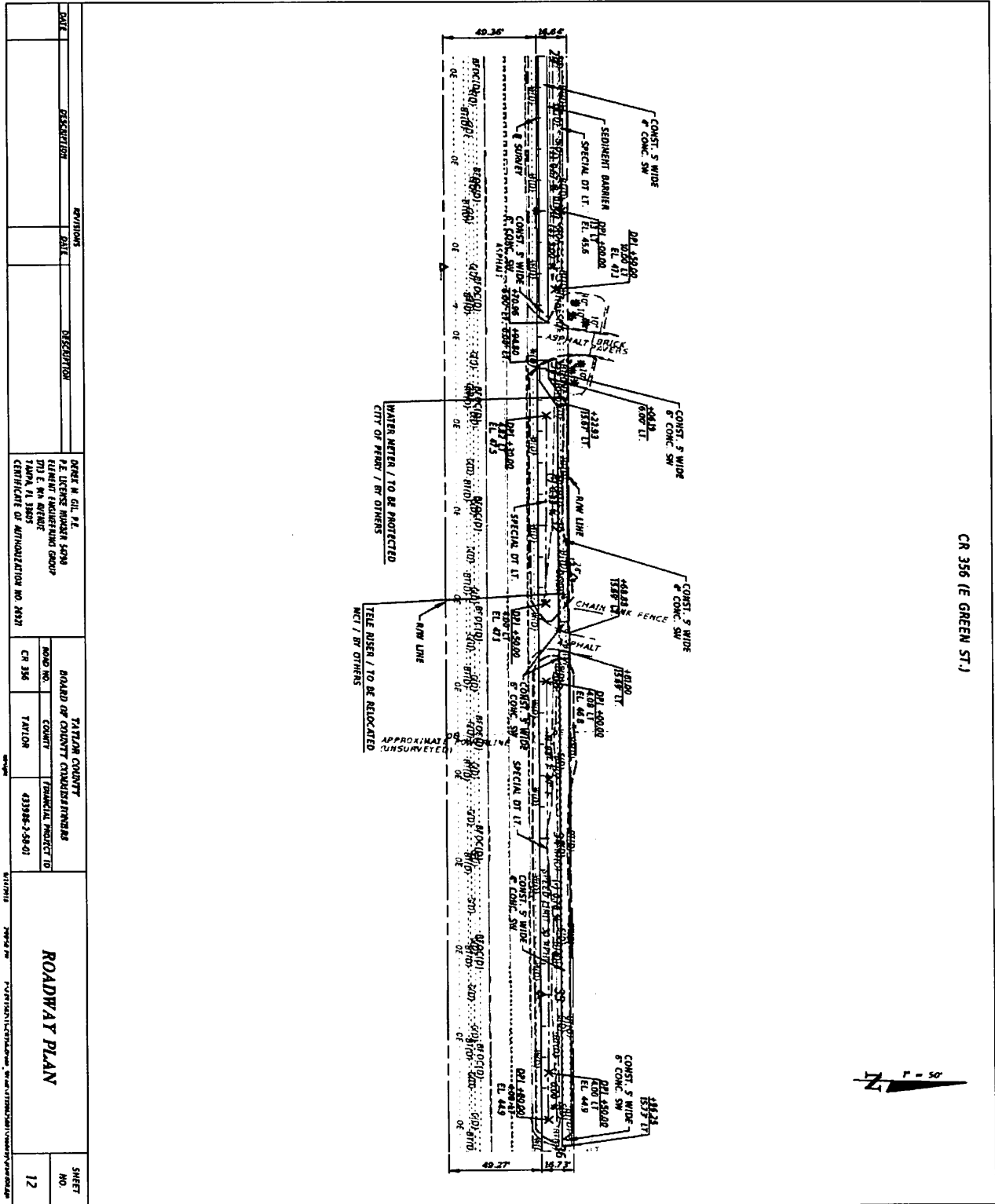
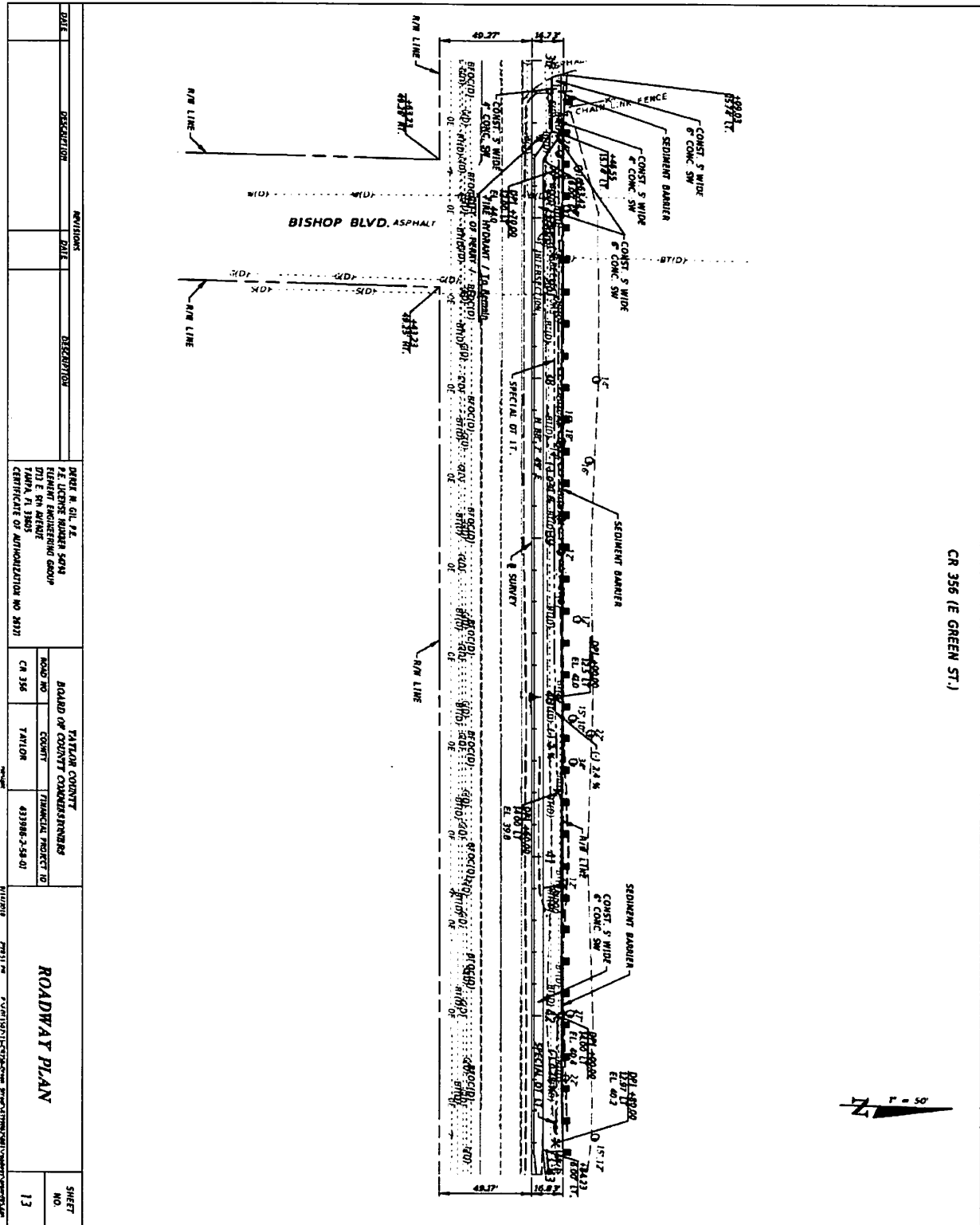
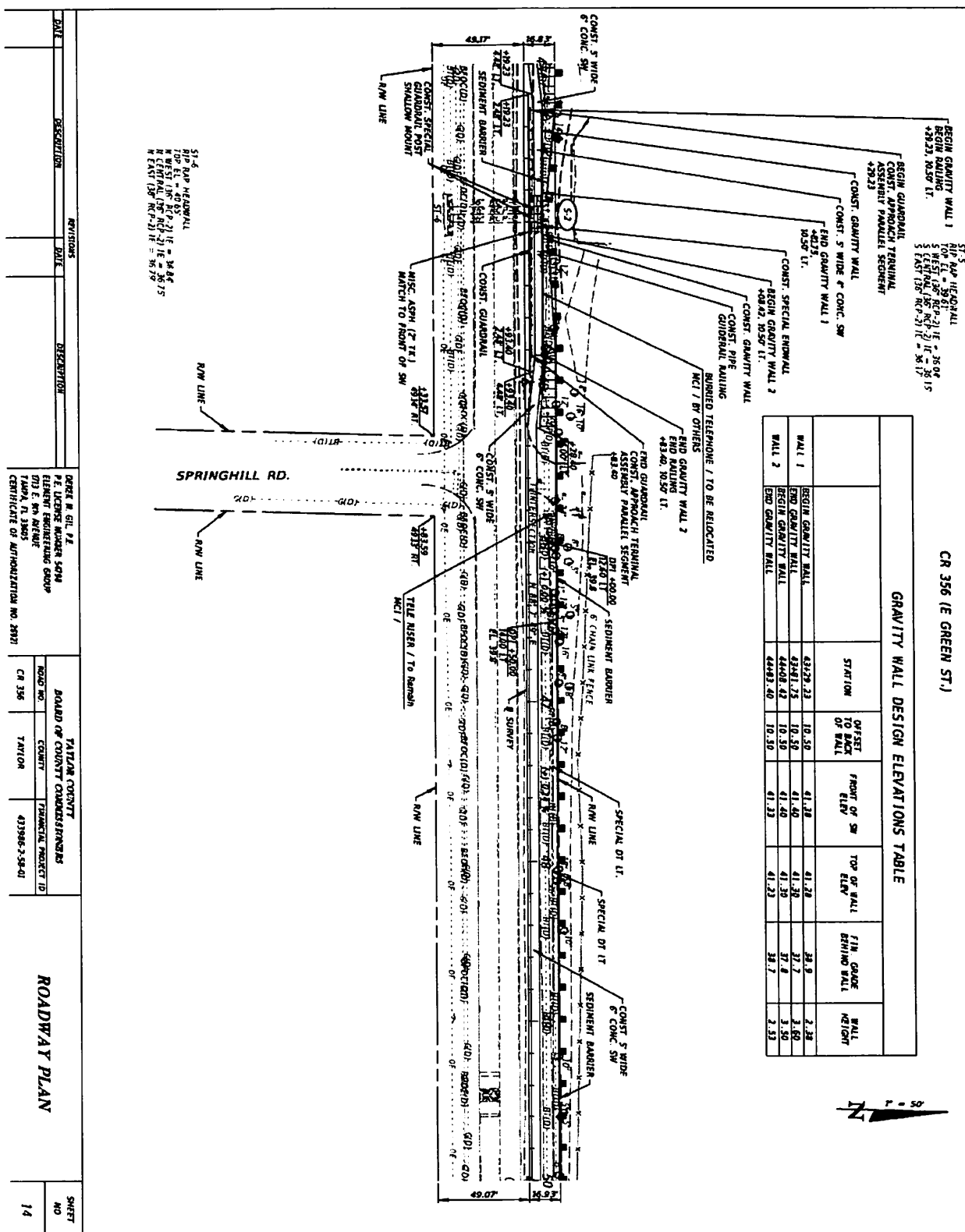


EXHIBIT "B" Cont'd
 COMPOSITE B-5





**Project Description CR 356 (Green St.) from Arena St to Howard St.
Off System Agency Construct & Maintain**

EXHIBIT "B" Cont'd
COMPOSITE B-7

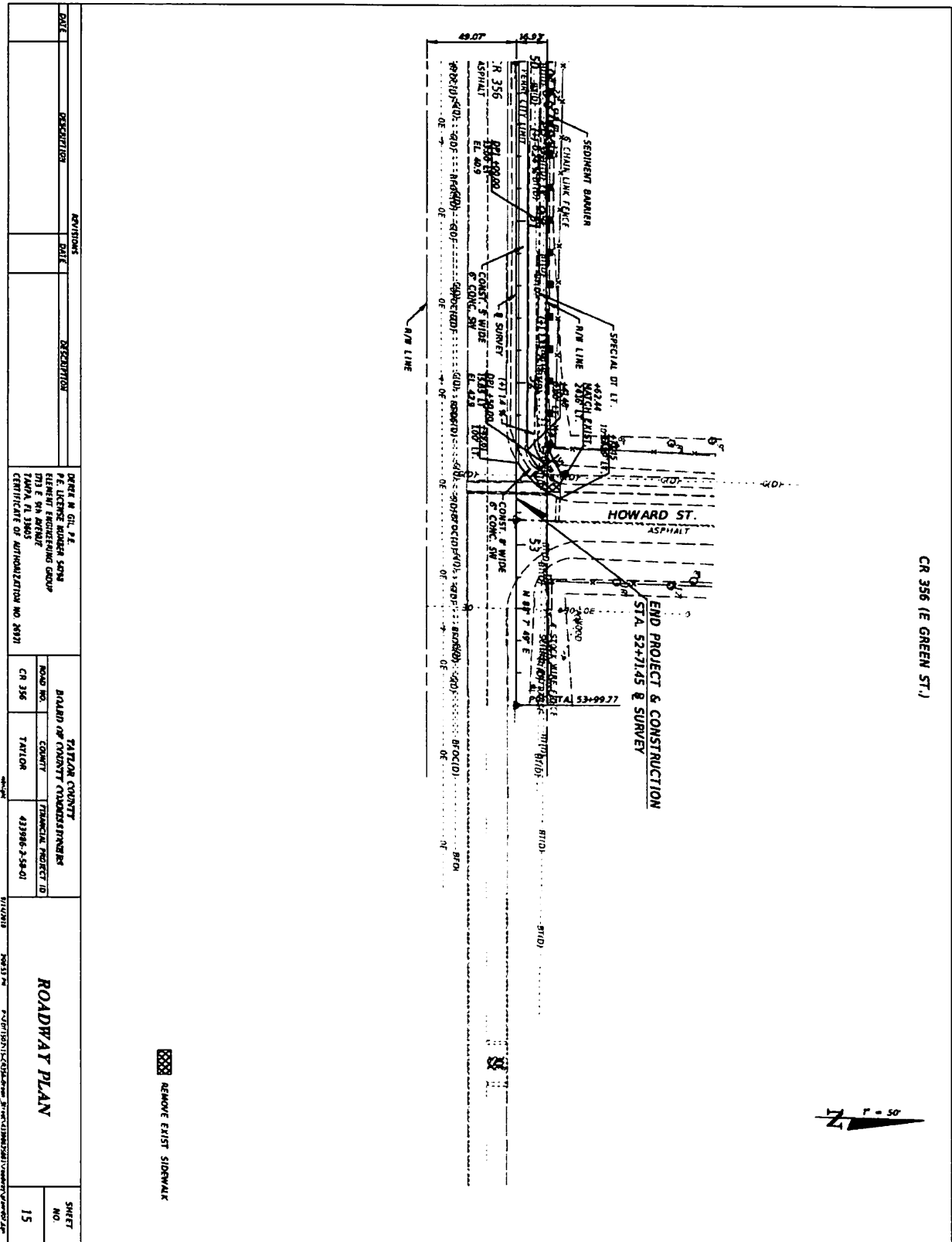


EXHIBIT "C"
(EXECUTED LAP AGREEMENT)

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FPN: <u>433986-2-58-01</u>	FPN: <u>433986-2-68-02</u>	FPN: _____
Federal No (FAIN): <u>D218-071-B</u>	Federal No (FAIN): <u>D218-071-B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>55023010248</u>	Fund: <u>55024010208</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 38 Contract No: G1386
Local Agency Vendor No: F596000879041 Local Agency DUNS No: 065887796
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on November 26, 2018, between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Taylor County ("Agency").
(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. N/A dated August 6, 2018, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.
(This date to be entered by DOT only)

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and project management of sidewalk on CR 356 (Green St) from Arena St to Howard St., as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before 06/30/2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 341,595.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$341,595.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - I. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - II. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

**EXHIBIT "C" Cont'd
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III. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

IV. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

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- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

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8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A.** In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - I.** In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "4", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - II.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - III.** In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit

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period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and ~~elects~~ to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. **Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**EXHIBIT "C" Cont'd
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- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
 - vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
 - viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Taylor County

By: *Pam Feagle*
Name: Pam Feagle
Title: Chairperson

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: *Greg Evans*
Name: Greg Evans
Title: District Two Secretary
11/26/2018 | 4:25 PM EST

Legal Review:

DocuSigned by:
Melissa Blackwell
DSF7F05A009F451...

11/26/2018 | 4:24 PM EST

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfdp.gov/>
Award Amount: \$341,695.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: Yes
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433986-2-58-01 & 68-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Taylor County

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .823 miles; 0.34 mile post to 1.223 mile post

PROJECT DESCRIPTION: Construction and project management of sidewalk on CR 356 (Green Street) from Arena St. to Howard St.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by 1/15/2019
- f) Construction to be completed by 6/30/2020

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Taylor County will provide project management of a consultant contract for construction inspection services that has been procured by the Department.

**EXHIBIT "C" Cont'd
 (EXECUTED LAP AGREEMENT)**

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Taylor County 201 East Green Street Perry, Florida 32347	FPN: 433986-2-58-01 & 68-02
--	--

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost	_____	_____	_____	_____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost	_____	_____	_____	_____
Design - 38 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost	_____	_____	_____	_____
Right-of-Way - 48 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost	_____	_____	_____	_____
Construction-68 FY: 2018-2019 FY: _____ FY: _____ FY: _____	<u>\$336,495.00</u> _____ _____ _____	_____ _____ _____	_____ _____ _____	<u>\$336,495.00</u> _____ _____ _____
Total Construction Cost	<u>\$336,495.00</u>	_____	_____	<u>\$336,495.00</u>
Construction Engineering and Inspection (CEI) - 68 FY: 2018-2019 FY: _____ FY: _____	<u>\$5,100.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>\$5,100.00</u> _____ _____
Total CEI Cost	<u>\$5,100.00</u>	_____	_____	<u>\$5,100.00</u>
Operations - 88 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs	_____	_____	_____	_____
TOTAL COST OF THE PROJECT	\$341,595.00	_____	_____	\$341,595.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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EXHIBIT "C"

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC --
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**EXHIBIT "C" Cont'd
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**Exhibit "E"
TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**

625-010-40E
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Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 262), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13168, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)**

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**

025-010-40P
PROGRAM MANAGEMENT
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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



EXHIBIT "C" Cont'd
(EXECUTED LAP AGREEMENT)

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RESOLUTION NO. N/A

Green Street Sidewalk - Signature Authorization

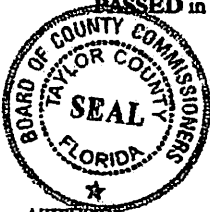
WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to construct a sidewalk along Green Street from Arena Ave to Howard Street in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Green Street Sidewalk Local Agency Program Agreement.

PASSED in regular session this 6th day of August, 2018.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Pam Feagle
PAM FEAGLE, Chairperson

**EXHIBIT "C" Cont'd
 (EXECUTED LAP AGREEMENT)**

DocuSign Envelope ID: F50D2817-DB23-4E99-A336-5D808BC33F71

To: Amy.Roberson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL**

G1386

11/21/2018

CONTRACT INFORMATION

Contract:	G1386
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F596000879041
Beginning Date of This Agreement:	11/20/2018
Ending Date of This Agreement:	06/30/2020
Contract Total/Budgetary Ceiling:	ct = \$341,595.00
Description:	Construction and project management of sidewalk on CR 356

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/21/2018

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024010206	55024010206
Expansion Option:	AB	A8
Object Code:	780000	780000
Amount:	\$336,495.00	\$5,100.00
Financial Project:	43398625801	43398626802
Work Activity (FCT):	215	215
CFDA:	20.205	20.205
Fiscal Year:	2019	2019
Budget Entity:	55150200	55150200
Category/Category Year:	088717/19	088718/19
Amendment ID:	0001	0001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: \$341,595.00

Page1 of 1

Financial Project Id. No. 433986-2-58-01
Federal Id. No. D218-071-B
Project Description CR 356 (Green St.) from Arena St to Howard St.
Off System Agency Construct & Maintain

EXHIBIT "D"
(RESOLUTION)

INTERLOCAL AGREEMENT – Maintenance Responsibility

This AGREEMENT is made and entered into on this 16 day of December, 2019 by and between the CITY OF PERRY, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Taylor County, Florida, hereinafter referred to as "CITY" and TAYLOR COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the Florida Department of Transportation (FDOT) has indicated that an agreement is needed to establish ownership and maintenance responsibilities for those portions of the Green Street Sidewalk Project that exist both within the city limits of the CITY and within the boundaries of the COUNTY.

WHEREAS, the COUNTY and CITY have agreed to work in a collaborative manner to develop an Interlocal Agreement concerning the ownership and maintenance of the Green Street Sidewalk Project;

WHEREAS, the COUNTY and CITY are authorized pursuant to section 163.01 Florida Statutes to enter into an Interlocal Agreement to cooperatively make the most effective use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community;

WHEREAS, the COUNTY and CITY are authorized pursuant to sections 125.01 (1) and 336.021 (3), Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

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

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The Green Street Sidewalk Project will include constructing a new concrete sidewalk beginning at Arena Ave and end at Howard Street, approximately 4,200 ft.
3. The COUNTY and CITY agree that the west portion of the project from Arena Ave to the East side of Clark Street Right-of-Way is currently maintained by the CITY.
4. The COUNTY and CITY agree that the East portion of the project from the East side of Clark Street Right-of-Way to Howard Street is currently maintained by the COUNTY.
5. As the designated Local Agency, the COUNTY will manage and administer the Green Street Sidewalk Project under the FDOT's Local Agency Program project.
6. During the term of the project, the CITY authorizes the COUNTY to act on its behalf as much as it relates to the Green Street Sidewalk Project such that that action is consistent with the project plans and specifications previously reviewed and accepted by the CITY.

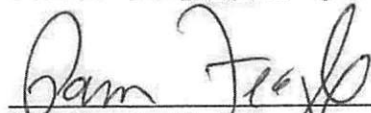
7. After the completion and acceptance of the Green Street Sidewalk Project and final payment has been made and received, the CITY will again be responsible for continued and ongoing maintenance of the sidewalk and associated infrastructure within its jurisdiction from Arena Ave to the East side of Clark Street Right-of-Way.
8. After the completion and acceptance of the Green Street Sidewalk Project and final payment has been made and received, the COUNTY will be responsible for continued and ongoing maintenance of the sidewalk and associated infrastructure within its jurisdiction from East side of Clark Street Right-of-Way to Howard Street.
9. This Interlocal Agreement and any amendment thereto shall become effective only upon execution by all parties and its filing with the Clerk of Court for the COUNTY and the City Manager for the CITY.

IN WITNESS WHEREOF, The Taylor County Board of County Commissioners and the City of Perry City Council has each entered into this agreement and has caused it to be executed by their duly authorized officers.

TAYLOR COUNTY, FLORIDA

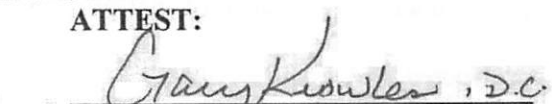
A political subdivision of the State of Florida

SIGNED this 9th day of December, 2019


Pam Feagle, Chair Person



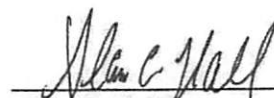
ATTEST:


Annie Mae Murphy, Clerk of Court

CITY OF PERRY, FLORIDA


A political subdivision of the State of Florida

SIGNED this 16th day of December, 2019


Alan Hall, Mayor



ATTEST:


Taylor Brown, City Manager

RESOLUTION NO. N/A

Green Street Sidewalk Interlocal Agreement – Signature Authorization

WHEREAS, The Board of County Commissioners have been requested to prepare an Interlocal Agreement to address the jurisdictional operation and maintenance responsibility associated with the construction of a sidewalk along Green Street from Arena Ave to Howard Street in Taylor County, and

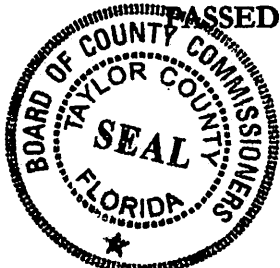
WHEREAS, the Interlocal Agreement affirms Taylor County's obligation for continued operation and maintenance of that portion of the sidewalk within Taylor County Right-of-Way once constructed, and

WHEREAS, the Interlocal Agreement affirms the City of Perry's obligation for continued operation and maintenance of that portion of the sidewalk within City of Perry Right-of-Way once constructed, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Interlocal Agreement and that such agreement become an exhibit to a subsequent Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Green Street Sidewalk Interlocal Agreement.

PASSED in regular session this 9th day of December, 2019.



ATTEST:

Gary Knowlton D.C.
for ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY:

Pam Feagle
PAM FEAGLE, Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:**COMMISSIONERS TO CONSIDER AWARD OF THE STEINHATCHEE
BOAT RAMP DOCK REPLACEMENT PROJECT

(19)

MEETING DATE REQUESTED:

March 17, 2020

Statement of Issue:

The Board opened and received proposals for the Steinhatchee Boat Ramp Dock Replacement project on March 2, 2020. The Board appointed Hank Evans, Jami Boothby and Kenneth Dudley as the Bid Review Committee.

Bids received for the Project are as follows:

D&L Contracting, LLC	\$586,222.50
Fender Marine Construction, Inc.	\$577,327.00
Gulf Pacific Contracting, Inc.	\$485,100.00
Harbor Marine Dock Co., Inc.	\$457,700.00
Kelly Brothers, Inc.	\$699,823.00
Saltwater Builders, LLC	\$606,995.00
Shore Builders, Inc.	\$475,546.50

Recommended Action:

Staff recommends that the Board award the Steinhatchee Boat Ramp Dock Replacement Project to Harbor Marine Dock Company, Inc. as the lowest responsive bidder including the Direct Purchasing and supplemental funding approval .

Fiscal Impact:

FISCAL YR 2019/20 - \$249,625.00 SCRAP Funding Remaining
FISCAL YR 2019/20 - \$249,625.00 SCRAP Funding Remaining
FISCAL YR 2019/20 - \$249,625.00 SCRAP Funding Remaining

Budgeted Expense:

PARTIAL FUNDING AVAILABLE

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

The Board requested and received grants from the Florida Fish and Wildlife Conservation Commission and the Florida Department of Environmental Protection to update and replace the existing dockage system at the Steinhatchee Boat Ramp. Through its Florida Boating Improvement Fund program, the FWC is providing an amount not to exceed \$333,480.00 under Contract No. 19035. The FDEP is providing another \$30,000 through its Coastal Partnership Initiative Grant. Finally, the BOCC has allocated a Local Share of \$72,000 to collectively provide an overall available project budget of \$435,480.00. (See Cost Center 0499 and 0499-01).

On January 21, 2020, The Board approved advertising for the Dock Replacement project. On March 2, 2020, the seven bids received were opened and distributed to the Bid Committee for review. These bids were reviewed and the results of that review are as follows:

Required Items	Company Name						
	D&L Contracting, LLC	Fender Marine Construction, Inc.	Gulf Pacific Contracting, Inc.	Harbor Marine Dock Co., Inc.	Kelly Brothers, Inc.	Saltwater Builders, LLC	Shore Builders, Inc.
Bid Bond	✓, 5%	✓, 5%	✓, 5%	✓, 5%	✓, 5%	✓, 5% Letter of Credit	✓, 5% Check
Insurance - Liability /Workers Compensation/ LongShoreman's	✓, Expires 1/1/2021	✓, Expires 12/23/2020	✓, Expires 12/31/2020	✓, Expires 12/7/2020	✓, Expires 10/1/2020	✓, Expires 1/1/2021	✓, Expires 5/4/2020
Workers' Compensation Hold Harmless	✓	✓	✓	✓	✓	✓	✓
Public Entity Crimes Affidavit	✓	✓	✓	✓	✓	✓, Not signed or notarized	✓
Non-Collusion Affidavit	✓	✓	✓	✓	✓	✓, Not signed or notarized	✓
Valid Business Contractor License	✓	✓	Only Included LLC Information	✓	✓	✓	✓
E-Verify Registration	✓	✓	Enroll if Awarded	✓	✓	✓	Enroll if Awarded
Proposed Subcontractors & Suppliers	✓	✓	✓	✓	✓	✓, None	✓
Project References	✓	✓	✓	✓	✓	✓	✓
Proposal Amount	\$586,222.50	\$577,327.00	\$485,100.00	\$457,700.00	\$699,823.00	\$606,995.00	\$475,546.50

Each of the Bid submissions were found to be generally responsive to the solicitation specifications. The Bid Committee determined and recommends Harbor Marine Dock Company, Inc. as the lowest responsive bidder. However, with an available current project funding of \$435,480.00, even the lowest bid is \$22,220 more than the available funding.

Staff has had preliminary discussions with Harbor Marine and received a favorable response on the potential to exercise a Direct Purchase option for the docks and possibly the steel pilings. Mr. Weston Merkel, Harbor Marine Vice President, stated that based on the costs of floating dock materials and the pipe piles the sales tax savings would be approximately \$17,542.00. He went on to say that he has spoken to the dock supplier and they are good with a direct purchase from the County. Mr. Merkel would also be reaching out to the pipe supplier and the galvanizer to see if they would also be ok with the Direct Purchase arrangement, indicating he can't imagine it being a problem.

With the Direct Purchase option having the possibility to negate nearly all of the underfunded project amount, Staff recommends that the Board approve awarding the contract to Harbor Marine Dock Company, Inc. and further approve the Direct Purchasing option along with the approximate \$5,000 of additional funding for the project. These grants and the recommended action provides the best leverage of local funding and will allow the project to be completed as originally anticipated without any undue delay that would have detrimental effects on the FDEP Coastal Partnership Initiative Grant obligations.

Options:

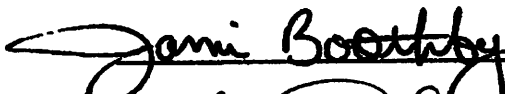
- 1) Award the Dock Replacement bid to Harbor Marine Dock Co., Inc. as the lowest responsive bidder including the Direct Purchasing and supplemental funding approval.
- 2) Reject Harbor Marine Dock Co. as the lowest responsive bidder stating reasons for such denial.
- 3) Consider an overall proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

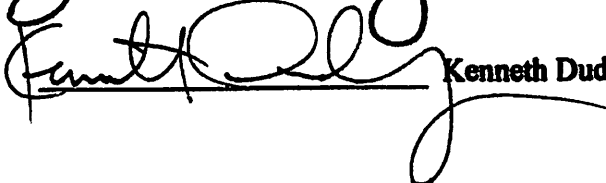
Attachments:

Harbor Marine Dock Company, Inc. Bid

Review Committee:

 Hank Evans, Public Works Director

 Jami Boothby, Grants Coordinator

 Kenneth Dudley, County Engineer

BID FORM

Steinhatchee Boat Ramp - Dock Replacement2019-015-ENG**TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS**3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance 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 and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	Four Hundred Fifty Seven Thousand Seven Hundred Dollars	\$ 457,700.00
150 Total Contract Days	(words)	(numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder agrees that the all Finger Docks included as part of this project will be fabricated, physically delivered and ready for payment to either the Project Site and/or the Public Works Department Facility at 587 E US HWY 27, Perry, FL 32347 on or before May 30, 2020. Finger Docks delivered to the Project Site may be staged in an approved area of the overflow parking property across the street from the Steinhatchee Boat Ramp but shall remain a security responsibility of the Bidder. Bidder may temporarily fence or otherwise restrict public access to this dock staging area for added security.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of _____
 - B. Certificate of Liability Insurance or Agency Statement
 - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
 - E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
 - F. Non-Collusion Affidavit
 - G. Valid Business/Contractor Licensing/Registration Information

- H. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Harbor Marine Dock Company, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Sub-S Corp

By: Weston Merkel
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Weston Merkel

Title: Vice President (CORPORATE SEAL)

Attest Anna MuehlDate of Authorization to do business in FLORIDA is 08 / 02 / 1999A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 130 Corridor Road, Unit 3379Ponte Vedra Beach, FL 32004Phone No. 904-307-2501 Fax No. _____SUBMITTED on February 26, 20 20.State Contractor License No. CBC1258415 (If applicable)

**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. 2019-015-ENG
for Taylor County, FL - Steinhatchee Boat Ramp Dock Replacement
2. This sworn statement is submitted by Harbor Marine Dock Company, Inc.
(Name of entity submitting sworn statement)

Whose business address is 130 Corridor Road, Unit 3379
Ponte Vedra Beach, FL 32004 and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3590690,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is Weston Merkel and my relationship to the entity
name above is Vice President.
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 market value under an arm’s length agreement, shall be a prima facie case that one person controls 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)(e), 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 active in 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)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, share holders, employees, members, or agents who are active in management of the 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 from 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.)

AS2 [Signature]
(Signature)

2/25/2020
(Date)

STATE OF Florida

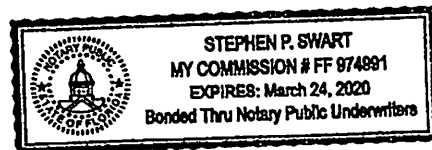
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Weston C. Markel,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 25th day
of February, 2020.

[Signature]
NOTARY PUBLIC

My commission expires: 3-24-2020



NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Weston Merkel being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Officer - Vice President of
(Owner, Partner, Officer, Representative or Agent)
Harbor Marine Dock Company, Inc., the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Martin J. Day
WitnessDon Robertson
WitnessBy: [Signature]

Signature

Weston Merkel, Vice President
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 25 day of Feb, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s)) Weston Merkel of individual(s) who appeared before notary) Weston Merkel and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

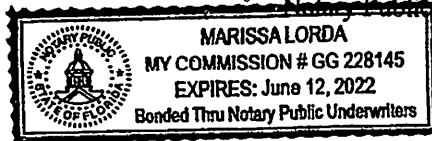
WITNESS my hand and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:

Marissa Lorda

(Name of Notary Public: Print, Stamp or type as commissioned)

☐ Personally known to me, or☒ Personal identification:☒ Did take an oath, or☐ Did Not take an oath.Type of Identification Produced Drivers license

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Harbor Marine Dock Company, Inc.
130 Corridor Road #3379
Ponte Vedra Beach, FL 32004

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Taylor County Engineering Department
201 East Greet Street
Perry, FL 32347

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

BID NUMBER: 2019-015-ENG - Steinhatchee Boat Ramp Dock Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of February, 2020

Anna Muhl
(Witness)

Tracey C. Brown-Boone
(Witness)

Harbor Marine Dock Company, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: [Signature]

(Title) Laura D. Mosholder Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200905

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Tracey Boone-Brown, Laura D. Mosholder, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of February, 2020



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Harbor Marine Dock Company, Inc.
130 Corridor Road #3379
Ponte Vedra Beach, FL 32004

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID

Bid Due Date: March 2, 2020

Project (Brief Description Including Location): *Steinhatchee Boat Ramp-Dock Replacement Project, Taylor County, Florida.*
The intent of this contract is to secure all materials, labor and equipment required for the Dock Replacement Project in Steinhatchee, Florida. This project includes removal and replacement of existing floating docks and pilings, providing and installing new floating docks and pilings as more fully detailed in the project plans and specifications.

BOND

Bond Number: BID

Date (Not later than Bid due date): March 2, 2020

Penal Sum: Five Percent of Amount Bid
(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER**SURETY**

Harbor Marine Dock Company, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature] V.P.
Signature and Title

Attest: [Signature]
Signature and Title

The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Laura D. Mosholder, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Tracey C. Brown-Boone
Witness to Surety

Note: Above addresses are to be used for giving required notice.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8200905**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Brett Rosenhaus, Tracey Boone-Brown, Laura D. Mosholder, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz**

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2020



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 87-36

2019/2020 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT

39339

September 30, 2020

EXPIRES

TYPE OF BUSINESS 000515 MARINE CONTRACTOR

BUSINESS ADDRESS 130 CORRIDOR RD STE 3379
PONTE VEDRA BEACH, FL 32004

BUSINESS NAME HARBOR MARINE DOCK CO INC
OWNER MERKEL CHAD A

MAILING ADDRESS 130 CORRIDOR RD #3379
PONTE VEDRA BEACH, FL 32004



BL-4952

X NEW BUSINESS	
TRANSFER	
ORIGINAL TAX	18.00
AMOUNT	18.00
PENALTY	.00
COLLECTION COST	
TOTAL	18.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8143460.0001-0001 501 07/09/2019 18.00

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.



2019-2020 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

MERKEL, CHAD A
HARBOR MARINE DOCK COMPANY INC
130 CORRIDOR RD
STE 3379
PONTE VEDRA BEACH, FL 32004

ACCOUNT NUMBER: 212243
BUSINESS NAME: MERKEL, CHAD A
PHYSICAL ADDRESS: 130 CORRIDOR RD STE 3379
PONTE VEDRA BEACH, FL 32004

CLASSIFICATION CODE: 000005 - QUALIFYING AGENT, CONTRACTORS

STATE LICENSE NO: CBC1258415

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
TOTAL TAX:	100.00

VALID UNTIL September 30, 2020

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-504328.0001-0001 Y02 09/05/2019 100.00



2019/2020 BUSINESS TAX RECEIPT
CITY OF GREEN COVE SPRINGS
321 WALNUT ST
GREEN COVE SPRINGS FL 32043-3441

* This receipt is only good for the location listed and may be subject to other conditions/restrictions, and shall not be used to represent any level of qualification, certification or professional expertise.

License: 1434.1

Business Name: HARBOR MARINE DOCK CO. INC.

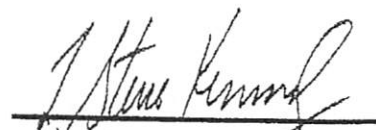
Location Address: 961 Bulkhead Rd Pier A

Issue Date: 09/09/19

Expiration Date: 09/30/20

License Number/Class:

DREDGE / Contractor-Dredging, pile driven


City Manager

Date Paid: 09/09/19

Cost: \$100.00

* PLEASE DISPLAY IN A CONSPICUOUS LOCATION *

HARBOR MARINE DOCK CO. INC.
PO BOX
3379
PONTE VEDRA BEACH FL 32004-3379



130 Corridor Road Unit 3379
Ponte Vedra Beach, FL 32004
(904) 813-6060 (904) 307-2501

Proposed Suppliers:

- Crescent Marine Access (Floating Dock System)

2112 Johnson Road

Crescent, GA 31304

Value of Materials: \$ 250,000.00

- Metal Supermarkets (Galvanized Pipe Piling)

13913 Duval Road #300

Jacksonville, FL 32218

Value of Materials: \$ 60,000.00

Project Refereneces:

- Coquina Marina, Daytona Beach, FL (September 2018, \$ 626,956.00)

Install 61 boat slip marina, concrete floating dock system with concrete piling

Contact: Bryan Falk, Bellingham Marine

bfalk@bellingham-marine.com

- Conch House Marina, St. Augustine, FL (May 2019, \$ 84,000.00)

Install 50 slip concrete floating dock system, Hurricane Matthew repairs

Contact: Mark Helman, Conch House Marina Manager

dockmaster@conch-house.com

- Marina San Pablo, Jacksonville, FL (July 2018, \$ 41,185.00)

Install (34) 16" diameter steel pipe piling as floating dock anchors

Contact: Matthew Anderson, Bellingham Marine

manderson@bellingham-marine.com



Ron DeSantis, Governor

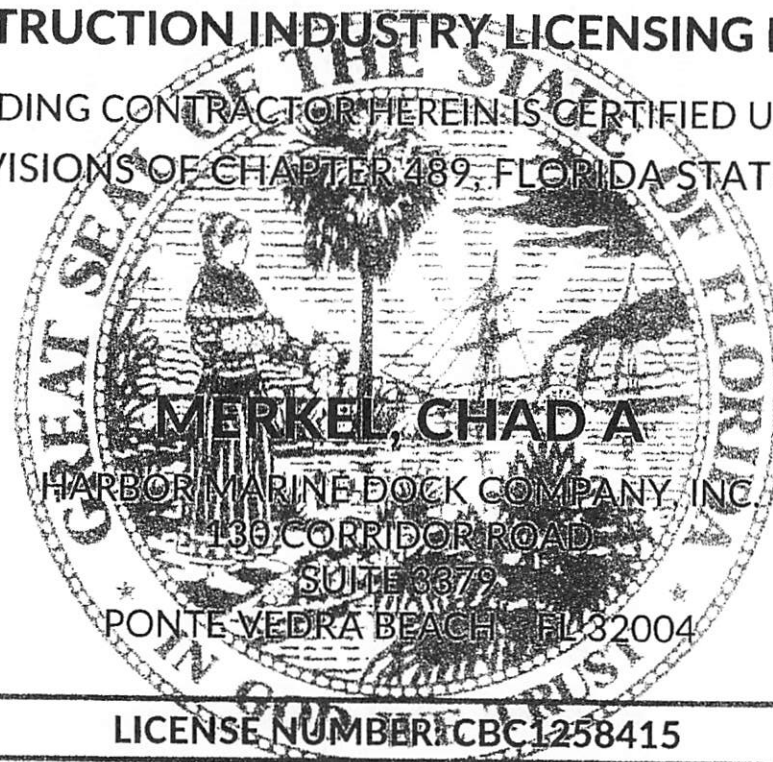
Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Officer/Registered Agent Name

Florida Profit Corporation

HARBOR MARINE DOCK COMPANY, INC.

Filing Information

Document Number	P99000068424
FEI/EIN Number	59-3590690
Date Filed	08/02/1999
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/24/2002
Event Effective Date	NONE

Principal Address

130 CORRIDOR ROAD #3379
PONTE VEDRA BEACH, FL 32004

Changed: 08/17/2012

Mailing Address

130 CORRIDOR ROAD #3379
PONTE VEDRA BEACH, FL 32004

Changed: 08/17/2012

Registered Agent Name & Address

Hillegass Chipenik & Hood
427 Third Street North
JACKSONVILLE Beach, FL 32250

Name Changed: 04/25/2013

Address Changed: 04/25/2013

Officer/Director Detail

Name & Address

Title PD

MERKEL, CHAD
P.O. Box 3379
Ponte Vedra Beach, FL 32004

Title VP

Merkel, Weston
130 CORRIDOR ROAD #3379
PONTE VEDRA BEACH, FL 32004

Title Secretary

Merkel, Weston
130 CORRIDOR ROAD #3379
PONTE VEDRA BEACH, FL 32004

Annual Reports

Report Year	Filed Date
2017	03/17/2017
2018	04/13/2018
2019	04/22/2019

Document Images

04/22/2019 -- ANNUAL REPORT	View image in PDF format
04/13/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
04/12/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
04/25/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
04/25/2006 -- ANNUAL REPORT	View image in PDF format
04/20/2005 -- ANNUAL REPORT	View image in PDF format
12/01/2004 -- Reg. Agent Change	View image in PDF format
03/15/2004 -- ANNUAL REPORT	View image in PDF format

8:33:32 AM 2/25/2020

Licensee Details

Licensee Information

Name: **MERKEL, CHAD A (Primary Name)**
HARBOR MARINE DOCK COMPANY, INC. (DBA Name)

Main Address: **130 CORRIDOR RD**
#3379
PONTE VEDRA BEACH Florida 32004

County: **ST. JOHNS**

License Mailing: **130 CORRIDOR ROAD**
SUITE 3379
PONTE VEDRA BEACH FL 32004

County: **ST. JOHNS**

LicenseLocation: **130 CORRIDOR ROAD**
SUITE 3379
PONTE VEDRA BEACH FL 32004

County: **ST. JOHNS**

License Information

License Type: **Certified Building Contractor**

Rank: **Cert Building**

License Number: **CBC1258415**

Status: **Current,Active**

Licensure Date: **12/29/2010**

Expires: **08/31/2020**

Special Qualifications	Qualification Effective
Construction Business	12/29/2010

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

Welcome
Weston MerkelCompany
Harbor Marine Dock Company, Inc.User
WMER171

Company Information

Company Name
Harbor Marine Dock Company, Inc.Company ID Number
910676Doing Business As (DBA) Name
Harbor MarineDUNS Number
--

Physical Location

Address 1
1637 Beach AvenueAddress 2
--City
Atlantic BeachState
FLZip Code
32233County
DUVAL

Mailing Address

Address 1
130 Corridor RoadAddress 2
Unit 3379City
Ponte Vedra BeachState
FLZip Code
32004

Additional Information

Employer Identification Number
593590690Total Number of Employees
5 to 9Parent Organization
--Administrator
--

Organization Designation

Employer Category
Federal Contractor without FAR E-Verify Clause[View / Edit](#)NAICS Code
238 - SPECIALTY TRADE CONTRACTORSTotal Hiring Sites
1Total Points of Contact
2[View / Edit](#)[View / Edit](#)[View / Edit](#)[View Original MOU Template](#)[View MOU](#)

Last Login: 01/30/2020 08:43

S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com															
INSURED Harbor Marine Dock Company, Inc PO BOX 3379 Ponte Vedra FL 32004-3379		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Property & Casualty Company</td><td>01810</td></tr><tr><td>INSURER B: Travelers Property & Casualty Company</td><td>01810</td></tr><tr><td>INSURER C: Travelers Property & Casualty Company</td><td>01810</td></tr><tr><td>INSURER D: American Interstate Ins Co</td><td>24759</td></tr><tr><td>INSURER E: Travelers Property & Casualty Company</td><td>01810</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Travelers Property & Casualty Company	01810	INSURER B: Travelers Property & Casualty Company	01810	INSURER C: Travelers Property & Casualty Company	01810	INSURER D: American Interstate Ins Co	24759	INSURER E: Travelers Property & Casualty Company	01810	INSURER F:	
INSURER	NAIC #																
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INSURER C: Travelers Property & Casualty Company	01810																
INSURER D: American Interstate Ins Co	24759																
INSURER E: Travelers Property & Casualty Company	01810																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** HARB20022509183588**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P&I incl Crew/Jones Act <input checked="" type="checkbox"/> Sudden & Accidental Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ZOL-14T52003-19-ND	12/07/2019	12/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> \$1,000Comp		BA7N501708	11/05/2019	11/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		ZOB14T52015-19-ND	12/07/2019	12/07/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AVWCFL2831372019	12/07/2019	12/07/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
E	Contractors Equipment Rented/Leased		660-7N82456A	12/07/2019	12/07/2020	\$200,000 \$400,000 Any one Any time			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Steinhatchee Boat Ramp - Dock Replacement
Project location: 1st Street East, Steinhatchee, FL 32359

CERTIFICATE HOLDER**CANCELLATION**

Taylor County Board of Commissioners
108 N. Jefferson St

Perry

FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF FUNDING GOPHER TORTOISE RELOCATION(S) FROM WITHIN THE CONSTRUCTION LIMITS OF THE HOUCK ROAD WIDENING/RESURFACING PROJECT.

MEETING DATE REQUESTED:

March 17, 2020

Statement of Issue: Board to consider disposition of several gopher tortoise burrows within the construction limits of the Houck Road Widening/Resurfacing project.

Recommended Action: Staff recommends that the Commission approve using the Secondary Road Paving – Common Account to fund the Gopher Tortoise relocation expense as detailed in the CHW proposal.

Fiscal Impact: FISCAL YR 2019/20 - \$17,886.00

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Gopher tortoises and their burrows are protected by state law, and a gopher tortoise relocation permit must be obtained from FWC before disturbing burrows and conducting construction activities (Chapter 68A - 27.003, FL Administrative Code). A disturbance includes any type of work within 25 feet of a gopher tortoise burrow. Several burrows were identified during the initial roadway surveying, some active and some inactive. Due to the span of time between the design and anticipated construction commencement phase, it is never a known whether, if any, of the existing and possibly new burrows will be active, inactive or relocate on their own.

On March 9, 2020 after a return trip to the project prior to authorizing construction commencement, CHW noted seven (7) tortoise burrows, two (2) of which are inactive. In accordance with the above FAC citation, those burrows that cannot be avoided and are within 25 feet of the construction limits must be relocated. The CHW proposal addresses to potential of having to relocate all five (5) of the noted active burrows. Their not to exceed \$17,886.00 cost includes coordination, permit preparation, a \$217 one time application fee for FWC, \$319 for each tortoise over 5 for FWC, \$3,500/day excavation activities, \$200 transportation fee, \$1,400 per gopher tortoise for recipient site.

With the hopes of inactive and protectable burrows from the project inception, these costs were not accounted for in the project budget. Therefore, Staff recommends that the Board approve using Secondary Road Paving Funds from the Common Account to cover any associated tortoise relocation/ protection costs. This funding would be consistent with the Board's February 3, 2020, approval to use the Common Account funds to cover the underfunded balance of the project's construction costs.

Options:

- 1) Accept and approve the CHW Gopher Tortoise Relocation Proposal and further approve funding such costs using the Secondary Road Paving – Common Account.
- 2) Deny the CHW proposal and state reasons for such denial.

Attachments:

CHW's Gopher Tortoise Relocation Proposal
Gopher Tortoise Burrow Map

March 10, 2020

Kenneth Dudley, PE
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347

RE: Professional Consulting Services
Houck Road
Gopher Tortoise Permitting and Relocation – Additional Services
Taylor County

Dear Kenneth:

We appreciate this opportunity to provide you with professional consulting services for the above-referenced project. We submit this proposal pursuant to our recent email correspondence regarding the need for gopher tortoise relocation activities for this project. The following information defines the recent history and our scope of services for the gopher tortoise requirements:

Gopher tortoises were surveyed at the start of the project prior to design. Gopher tortoise surveys are only valid for 90 days because the tortoises frequently relocate and build new burrows. Consequently, a new gopher tortoise survey was performed as the timing of construction activities approached. The new survey shows new burrow locations compared to the original survey. Multiple gopher tortoises will need to be relocated in accordance with state requirements prior to the start of construction. All permitting and relocation activities must comply with Florida Fish and Wildlife Conservation Commission (FWC) requirements.

The survey activities have already been completed under CHW's original scope of services. Since the number of tortoises ultimately needing to be relocated was not known, the permitting and relocation activities were not included in CHW's original scope of services. CHW will contract with a qualified consultant, Environmental Resource Solutions (ERS), to perform the gopher tortoise relocation activities. As you know, some fees (having to do with relocation) are applied per gopher tortoise. Since the total number of gopher tortoises that require relocation is not known in advance of the survey and relocation efforts, fees that are applied per gopher tortoise can only be estimated. The consultant's proposal is attached, but CHW has expanded the various tasks to include an estimate of the total fee based on an estimated number of gopher tortoises. For the purposes of this proposal, we have assumed that all six of the gopher tortoises that ERS identified on their survey must be relocated. If less than six gopher tortoises are ultimately relocated, the County will only be billed for the relocation activities that occur.

With the above information in mind, CHW will provide the following services.

Task 1: Gopher Tortoise Survey

This task is complete and was included under CHW's original scope of services

Task 2: Gopher Tortoise Permitting

This task covers the permitting required for gopher tortoises to be relocated. Please see attached proposal from ERS for details.

Fees =

\$1,000.00 Lump sum for permitting application preparation and submittal
\$ 217.00 FWC application fee, covers relocation for up to the first 5 gopher tortoises
\$ 319.00 FWC application fee, consisting of \$319 / gopher tortoise above 5; 6 estimated gopher tortoises total, 5 of them covered by the \$217 fee above, leaving 1 gopher tortoise to be covered at \$319 each

\$1,536.00 Total estimated fee for Task 2

Task 3: Gopher Tortoise Excavation and Capture

This task covers the excavation of gopher tortoise burrows and removal of gopher tortoises. Please see attached proposal from ERS for details.

Fees =

\$3,500.00 Per Day, typically 5 to 10 gopher tortoises can be excavated per day, so with 6 estimated total gopher tortoises, 2 days have been assumed. If only one day is needed, only one day will be billed to the County.

X 2 Days

\$7,000.00 Total estimated fee for Task 3

Task 4: Off-Site Gopher Relocation and Transportation

This task covers the transportation of the captured gopher tortoises to an FWC-approved recipient site. Please see attached proposal from ERS for details.

Fees =

\$ 200.00 Lump sum transportation fee
\$ 8,400.00 Recipient site fee, estimated at \$1,400.00 / gopher tortoise, and based on 6 estimated gopher tortoises

\$8,600.00 Total estimated fee for Task 4

Task 5: CHW Coordination

This task covers CHW's efforts in coordination of the process and sub-consultant activities to permit and relocate the gopher tortoises from site.

\$750.00 (NTE) Total estimated fee for Task 5 – to be billed at standard hourly rates.

Estimated Fee Summary and Total

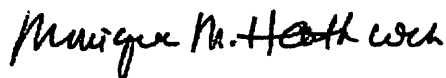
<u>Task</u>	<u>Description</u>	<u>Est. Fee</u>
1.	Gopher Tortoise Survey	\$ included in original scope
2.	Gopher Tortoise Permitting	\$ 1,536.00
3.	Gopher Tortoise Excavation	\$ 7,000.00
4.	Gopher Tortoise Relocation	\$ 8,600.00
5.	CHW Coordination	\$ 750.00
	Total Estimated Fee – Gopher Tortoise Services	\$ 17,886.00

Please issue a purchase order or other authorization in the amount of \$17,886.00 to cover the estimated costs of the Gopher Tortoise Services. If final fees are higher (due to higher numbers of gopher tortoises or other cause), CHW will discuss additional services and billing with the County.

Invoices will be submitted periodically based on the percentage of services completed to date. The scope of services and fees outlined in this proposal are valid for 60 days from the date of this document. If a contract is not authorized within that time frame, a revised proposal and contract will be required.

I would like to thank you for the opportunity to provide you with Professional Consulting Services. Please let me know if you have any questions regarding this proposal or would like to discuss it in greater detail. If not, please return an executed Addendum or purchase order. We look forward to working with you on this project.

Sincerely,
CHW



Monique M. Heathcock, PE
Director of Engineering, Transportation + Public Projects

N:\2018\18-0214\Proposals\Proposal Draft Documents\18-0214.01 Gopher Tortoise\PROP 200310 Houck Road Gopher Tortoise Add Services.cocx



Environmental Resource Solutions

A Division of SES Energy Services LLC

4 December 2019

Ms. Monique Heathcock
CHW, Inc.
11801 Research Drive
Alachua, FL 32615

**RE: Houck Road (CR 362), Taylor County
Proposal/Contract for Services
ERS Proposal No. P19282**

Dear Ms. Heathcock:

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is pleased to provide you with this proposal/contract to conduct a gopher tortoise (*Gopherus polyphemus*) burrow survey and, as needed, subsequent gopher tortoise relocation for the above referenced project located in Taylor County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS
A Division of SES Energy Services LLC

Jonathan Summerfield, PWS
Senior Environmental Scientist

Attachment: Proposal/Contract for Services
General Terms and Conditions

JDS/P19282_HouckRoad

PROPOSAL/CONTRACT
Prepared for:
Ms. Monique Heathcock
CHW, Inc.
11801 Research Drive
Alachua, FL 32615
4 December 2019

RE: Houck Road (CR 362), Taylor County
Proposal/Contract for Services
ERS Proposal No. P19282

Scope of Services

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will perform the following tasks:

Task 1 – Gopher Tortoise Survey. ERS will conduct a gopher tortoise (GT) burrow survey of all known and potential GT habitat within the boundaries of the project as provided by CHW, Inc. All GT burrows found will be flagged in the field and located utilizing a GPS.

Task 1 – Not to Exceed.....\$2,200.00

Task 2 – Gopher Tortoise Permitting. If GT burrows are identified within the project area, ERS will prepare and submit a Florida Fish and Wildlife Conservation Commission (FWC) GT Conservation Permit Application for the relocation of all on-site GTs. ERS will coordinate and attend a site visit with FWC personnel to verify the results of the survey, if required by FWC during the permitting process. Following relocation of on-site GTs, ERS will submit an After-Action Report to FWC.

Task 2 – Fixed Fee.....\$1,000.00¹

¹The cost for this task does not include the minimum application fee of \$217.00 charged by FWC. This fee applies to the relocation of up to five tortoises (10 or fewer burrows). An additional \$319.00 is charged by FWC for each tortoise above five. Potential occupancy is based upon 50% of the total number of burrows located in Task 1. Application fees for potential tortoises above five are refundable based upon the actual number of GTs relocated.

Task 3 – Gopher Tortoise Excavation and Capture. Upon receipt of the FWC GT Conservation Permit, ERS will commence the excavation and relocation of the on-site GTs. All potentially occupied burrows will be excavated utilizing appropriate mechanical equipment or, in the case of hatchling burrows, hand excavated. As required by FWC, an ERS GT Authorized Agent will assist and guide the equipment operator during the excavation of each burrow.

Task 3 – Fixed Fee.....\$3,500.00/day²

²The number of days required to excavate and relocate tortoises is dependent on the number of burrows located during surveys (Task 1). The cost for this task includes fees payable to the contractor for the appropriate machine and operator, estimated to be \$1,500.00 per day.

Task 4 - Off-site Gopher Tortoise Relocation and Transportation. ERS will transport all captured GTs to an FWC-approved recipient site. ERS anticipates utilizing the Three Creeks GT Recipient Site. Three Creeks GT Recipient site charges a fee of \$1,400.00 per tortoise.

Task 4- Fixed Fee.....\$200.00 + \$1,400/tortoise³

³*This task includes a one-time transportation fee of \$200. Per-GT fees are subject to availability and the recipient site pricing structure at the time of project implementation.*

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: _____

Date: _____

By: _____

(Signature)

(Printed/Typed)

For: SES Energy Services LLC (ERS Division)

Date: 4 December 2019

By: 

(Signature)

Kim Allerton

(Printed/Typed)

JDS/P19282_HouckRoad

Environmental Resource Solutions

A Division of SES Energy Services LLC

3550 St. Johns Bluff Road South, Jacksonville, Florida 32224

T: (904) 285-1397, F: (904) 285-1929

Email: mail@ersenvironmental.com

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: _____

PURCHASE ORDER NO.: _____
(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Houck Road – Gopher Tortoise Permitting and Relocation

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: Causseaux, Hewett & Walpole, Inc.
11801 Research Drive
Alachua, Florida 32615
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of February 3, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated March 10, 2020

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Sixty (60) calendar days.

METHOD OF COMPENSATION:

This Task Order is issued on a:

☒ [X] Time basis method with a Not-to-Exceed amount

(a) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding One hundred sixteen thousand five hundred DOLLARS (\$17,886.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____, for the purposes stated herein.

Causseaux Hewett & Walpole, Inc.

Monique M. Hathcock
Witness

By: Gerry Dedenbach
Signature

Gerry Dedenbach
Print Name

Title: V. P.

TAYLOR COUNTY, FLORIDA



By: _____
Signature

Print Name

Title: _____

Date: _____

LEGEND

-  Approximate Project Limits
-  Approximate Gopher Tortoise Burrow Locations



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



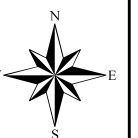
**Environmental
Resource Solutions**
A Division of SES Energy Services LLC
3550 St. Johns Bluff Rd S • Jacksonville, FL 32224
(904) 285-1397 • www.ersenvironmental.com
Source: ArcGIS Online Imagery

**Houck Road
Gopher Tortoise Burrow Location Map**

Taylor County, Florida

By: DF

Project No.:	20038
Exhibit No.:	1
Date:	3-4-20
Rev. Date:	



X:\2020\20038\GRAPHICS\mxd\20038 GT map 3-4-20.mxd

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER REQUEST FOR THE USE OF PERRY-FOLEY AIRPORT PROPERTY BY ASYMMETRIC SOLUTIONS FOR TRAINING EXERCISES.

MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue: TO ALLOW THE USE OF THE CLOSED RUNWAY AND DESIGNATED TAXIWAYS AT THE PERRY-FOLEY AIRPORT.

Recommended Action: 1) CONSIDER TASKING COUNTY ATTORNEY WITH DRAFTING AN AGREEMENT
2) CONSIDER LEASE AMOUNT OR WAIVER OF FEES FOR USE OF AIRPORT

Fiscal Impact: TBD

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ASYMMETRIC SOLUTIONS IS REQUESTING THE USE OF AIRPORT PROPERTY TO CONDUCT TRAINING EXERCISES, INCLUDING AIR OPERATIONS, VEHICLE MOBILITY EXERCISES AND NIGHTTIME/ LOW VISIBILITY OPERATIONS.

Options:

Attachments: PROPOSED AGREEMENT WITH ASYMMETRIC SOLUTIONS



3 March 2020

Agreement of Services, Access, and Rates for the Perry-Foley Airport, Perry, FL

This agreement is for the use of the Perry-Foley Airport, 511 Industrial Drive, Perry, FL 32348 and is between ASUSA Professional, LLC (ASUSA) and Perry-Foley Airport.

The period of this agreement is from **4 March, 2020** through **3 March, 2021**. This agreement will be reviewed at the end of the period for renewal.

The rate for the periodic exclusive use of the airport is free.

Responsibility/Liability:

The Perry-Foley Airport assumes no responsibility or liability relative to the use of facilities, services, or materials beyond that which is specifically designated in this agreement. Perry-Foley Airport requires at least 72 hours' notice to ensure airport staff is aware.

Limitations:

Live fire and explosive breaching are expressly prohibited. ASUSA employees, contractors and students will only be in designated areas determined by Ward Ketring or representative.

Access to Airport includes the following activities:

Air Operations (Military aircraft conducting touch-and-go and landing operations), vehicle mobility exercises conducted on designated taxiways and the 1 decommissioned runway, and nighttime/low visibility operations.

Scheduling and Coordination:

Scheduling will be required in order to accommodate the schedule of activities of both organizations. The scheduling and coordination will be conducted by the following representatives:

Perry-Foley Airport

Ward Ketring
Airport Manager
airport@taylorcountygov.com
Office phone: 850.838.3519
Cell phone : 850.838.6075

and

ASUSA Professional, LLC

Kris Sutton
Director, Southern Special Warfare Center
kriss@asusa1.com
Cell Phone: 850.210.9332

5733 West Wood Dr. Weldon Springs Mo, 63304

www.asusa1.com

844-851-0911



ASUSA Professional, LLC will adhere to all compliance requirements set forth By Department of Defense.

The above Agreement will remain on file at both the Perry-Foley Airport offices and ASUSA Professional, LLC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASUSA Professional, LLC

BY:

NAME: Keith Waldrop
TITLE: COO/Owner
DATE: 3/5/2020

Perry-Foley Airport

BY:

NAME: Ward Ketring
TITLE: Airport Manager
DATE:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM GENERAL FUND RESERVE FOR CAPITAL PROJECTS FOR REPLACEMENT OF HVAC UNIT AT FOREST CAPITAL HALL.

MEETING DATE REQUESTED:

MARCH 17, 2020

Statement of Issue: TO ALLOW FOR THE EMERGENCY REPLACEMENT OF ONE HVAC UNIT AT FOREST CAPITAL HALL.

Recommended Action: APPROVE BUDGET TRANSFER

Fiscal Impact: \$15,876

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ONE OF THE TWO HVAC UNITS AT FOREST CAPITAL HALL HAS FAILED, DUE TO AN EXTREME VOLTAGE SURGE. STAFF SUBMITTED A CLAIM TO OUR INSURANCE CARRIER AND THE SETTLEMENT TO REPLACE THE UNIT WILL PAY ALL BUT \$15,876. THERE ARE NUMEROUS EVENTS SCHEDULED AT FOREST CAPITAL HALL WITHIN THE NEXT FEW WEEKS AND THIS REPLACEMENT WOULD BE CONSIDERED AN EMERGENCY PURCHASE.

Options:

Attachments: EMAIL FROM INSURANCE CARRIER

LaWanda Pemberton

From: Marsha Durden
Sent: Thursday, March 12, 2020 8:20 AM
To: LaWanda Pemberton
Subject: FW: 40 Ton replacement unit - GC2020097131

Marsha Durden

Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street
Perry, Florida 32347
P-850-838-3500 Ext 102
F- 850-838-3501

From: Forest Scott <fscott@flcities.com>
Sent: Thursday, March 12, 2020 8:10 AM
To: Marsha Durden <mdurden@taylorcountygov.com>
Subject: RE: 40 Ton replacement unit - GC2020097131

Good Morning,

The payment breakdown will be as follows:

ASSET: 006 001 Hall/Armory
RCV: \$61,982.00
Depreciation: \$14,875.68
ACV: \$47,106.32
Deduct: \$1,000.00
Net Settlement: \$46,106.32

Usually the contractor can take a deposit and do a net 30 invoice once complete. If they can I will certainly have the remaining balance to you before that time frame.
This check should go out today.

Sincerely,

Forest Scott

Forest Scott
Claims Representative II
Florida League of Cities, Inc.
407.367.1825
www.flcities.com