

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, AUGUST 1, 2022
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JULY 11 AND 19, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM THE STEINHATCHEE GARDEN CLUB, TO NAME THE GARDEN AT THE STEINHATCHEE COMMUNITY CENTER THE IRBY HEATON MEMORIAL GARDEN, AS REQUESTED BY COMMISSIONER NEWMAN.
7. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT ONE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) PROGRAM GRANT AGREEMENT NUMBER I0179, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
8. THE BOARD TO RATIFY THE SIGNATURE OF THE CHAIR ON THE 911 SPRING 2022 RURAL COUNTY-REIMBURSEMENT GRANT PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO DIRECT THE COUNTY ATTORNEY TO PREPARE AN ORDINANCE TO NAME A PORTION OF HIGHWAY 19 AFTER DEPUTY SCOTT WILLIAMS, AS REQUESTED BY COMMISSIONER NEWMAN.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

10. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION PROVIDING FOR THE EXTENSION OF THE 2022 ASSESSMENT ROLLS, UPON REQUEST OF MARK WIGGINS, TAX COLLECTOR.

COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

COUNTY ADMINISTRATOR ITEMS:

12. THE BOARD TO CONSIDER ADOPTION OF AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION FOR SOLID WASTE COLLECTION AND DISPOSAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
14. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
15. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Amendment One to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) Program Grant Agreement No. I0179.



MEETING DATE REQUESTED:

August 1, 2022

Statement of Issue:

Board to review and approve Amendment One to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) Program Grant Agreement No. I0179.

Recommended Action:

Approve Amendment One to Grant Agreement No. I0179

Fiscal Impact:

There is no match required for this grant.

Budgeted Expense:

Yes

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans or Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDEO Rebuild Florida CDBG-MIT grant program is for designated counties impacted by Hurricanes Irma and Hermine. This grant is for the purchase and installation of a generator at the Taylor County Jail. The generator installation will replace the existing generator and allow a critical facility to remain fully operational in future weather or disaster related events. CDBG-MIT Grant Agreement No. I0179 was approved by the Board on October 4, 2021. Amendment One to the grant agreement updates the Citizen Complaints information in Section 15 of the Agreement.

Attachments:

Amendment One to Grant Agreement No. I0179.

**AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On October 21, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and Taylor County Board of County Commissioners ("Grantee") entered into agreement I0179 ("Agreement"). DEO and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 15, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

(15) Citizen Complaints. The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

DEO Agreement Number: I0179

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

2. All other terms and conditions remain in effect.

~ Remainder Left Intentionally Blank ~

DEO Agreement Number: I0179

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number I0179, as amended. This Amendment is effective on the date the last Party signs this Amendment.


TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
THOMAS DEMPS	MEREDITH IVEY
CHAIRMAN	CHIEF OF STAFF
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	The Board to ratify the signature of the Chairperson on the 911 Spring 2022 Rural County-Reimbursement Grant Program
MEETING DATE REQUESTED:	8/1/2022

Statement of Issue: To ratify signature on amended grant agreement previously approved by the Board of County Commissioners.

Recommended Action: Ratify the Chairpersons signature

Fiscal Impact: \$55,047.40

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: . The Board of County Commissioners approved a previous grant agreement on June 6, 2022, which has since been amended. Due to time constraints the Chairperson has signed the amended agreement.

Options:

Attachments: Signed grant agreement
Previous grant agreement
List of changes to the agreement



Florida E911 Board
 4030 Esplanade Way
 Tallahassee, FL 32399-0950
 Tel: 850-921-4204
 Fax: 850-488-9837

April 21, 2022

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

FEID #: 59-6000879

Subject: Spring 2022 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Spring 2022 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Please see the attached grant award agreement for details regarding funding rules for the rural county grant program that apply to your grant award. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please try to have the agreement signed and returned no later than two months after the receipt of this award letter.

The following provides details concerning the Spring 2022 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
22-04-12	72.001	\$55,629.28	\$55,047.40		
			\$55,047.40	E911 System Maintenance	No Association
Total Grant Awards:			\$55,047.40		

Additional Terms and Conditions for Rural and State Grant

22-04-12

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee's award letter; and
 - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on April 26th, 2022 and ends on April 26th, 2023.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

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

4. MODIFICATION

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

Deliverable No. 1 – Tasks to E911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete one year of E911 system Maintenance in accordance with the Grantee's contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within <u>section 119.071, Florida Statutes</u>.</i>	<ol style="list-style-type: none">1) Reimbursement claim in accordance with Section 15, below.2) The Grantee shall submit copies of:<ol style="list-style-type: none">a. Any contracts or purchase orders with vendors;b. Vendor invoices;c. Proof of payment to vendors; andd. Proof of receipt of deliverables.	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none">1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;2. Disallow all or part of the cost of the activity or action not in compliance;3. Wholly or partly suspend or terminate the current award for the Grantee;4. Suspend or deny future grant awards; or5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$55,047.40		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911board@electronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

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

Named in the Application.

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

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

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

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity

by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

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

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

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

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the

event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

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

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The

Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

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

Grantee


Signature - Chair, Board of County Commissioners or County Manager

Date: 6/6/2022

Thomas Demps
Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

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

State E911 Plan and E911 Board Statutes and Rules

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

Grant Number: 22-04-12	Grant Award Date: 04/21/2022
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE
FINANCIAL ASSISTANCE

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

MONITORING

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

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

EXHIBIT 1

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: 911 Rural Grant County Grant

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program

Amount: \$55,047.40

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement ~~22-04-12~~ between the Grantee and the Department, entered in State Fiscal Year 2021-2022

Additional Terms and Conditions for Rural Grant

22-04-12

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

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

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

- 2.1.1. These Additional Term and Conditions for State Grant;
- 2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
- 2.1.3. the Grantee's award letter; and
- 2.1.4. the Grantee's submitted Application.

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

2.3. The term of this Agreement begins on May 1, 2022 and ends on October 31, 2023.

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

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

2.5. This is a cost-reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

- 2.5.1. Any reduction of grant expenditures approved by the E911 Board does not require a grant amendment to this Agreement.

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

- 2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 2.7. The Grantee shall submit the final request for reimbursement and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

3. OBLIGATION TO PAY

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

4. MODIFICATION

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

Deliverable No. 1 – Tasks to E911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
Complete all work to complete E911 System Maintenance in accordance with the Grantee's contract with its vendor.	<ol style="list-style-type: none"> 1) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this Agreement.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$55,047.40		

5. CONTACTS AND NOTICE

- 5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

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

Sarah "Gretchen" Mashburn
4030 Esplanade Way
Tallahassee, FL 32399

- 5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

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

Ms. Katie Morrison
911 Coordinator
Taylor County
106 S Jefferson St Suite 103
Perry, FL 32347

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 5.4. All notices from both Parties, other than the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

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

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of the remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

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

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend the payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

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

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

14. MANDATED CONDITIONS

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

This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

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

15. MISCELLANEOUS

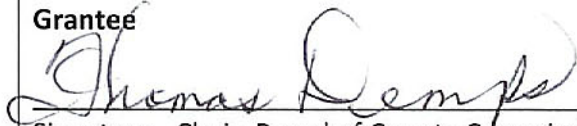
- 15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 15.2. Payment and Invoicing
- 15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- 15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or another agent who is also an employee of the State. The Grantee

shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

- 15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

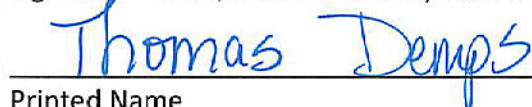
I hereby affirm my authority and responsibility for the use of the funds requested.

Grantee



Signature - Chair, Board of County Commissioners or County Manager

Date: 06/06/2022



Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

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

State E911 Plan and E911 Board Statutes and Rules

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

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

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

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

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

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

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

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

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

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

- a. The Department at each of the following addresses:

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

Or

Paper copies:

The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399

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

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

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

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

EXHIBIT 1

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

N/A

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

N/A

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

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: 911 Rural Grant County Grant

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone System Rural County Grant Program

Catalog of State Financial Assistance Number: 72.001

Amount: \$55,047.40

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

The compliance requirements are as stated in Grant Agreement No. (22-04-12) between the Grantee and the Department, entered in State Fiscal Year 2021-2022.

The County and DMS are named in the opening paragraph

Authority section moved from item 2 to item 1

Terms of the grant in section 2.3 (the old 1.3) is extended to Oct 31, 2023 instead of April 2023

Section 2.5.1 was added (to eliminate the need for an amendment if the county spends less than the awarded amount which would require BOCC signature)

Section 2.7 was modified to allow counties to apply for reimbursement 120 days after the agreement is expired (the original agreement would require an amendment to request reimbursement after terms of the agreement expired , new BOCC signatures, new DMS signature)

Section 5.1, statutory reference added in the first sentence.

Section 5.4 moved from section 15.9 – no change in language.

Section 7.2 URL link removed. But the reference to the Dept of State is still the same

Section 10.3 removed from old agreement

Sec 13.3 removed from the old agreement

Sec 14.1 moved to 15.1 – no changed in wording.

Sec 14.2 deleted

Sec 14.3 – deleted the URL link to e-verify (if they change their URL, then we would have to change or submit an amendment to our agreement)

15.1 moved (originally 14.1)

15.2 (made subitems of the old 15.1-15.3) all under 15.2

15.2 3 Sentence added to clarify invoice detail “

All charges for reimbursement of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. ”

Sec 15.8 added

Sec 15.9 moved to sec 5.4

Removed a reference to grant that was redundant and it is also reference on the last page.

In the Audit requirements, they added federal language back into the agreement (if applicable) Since this is not a federal grant, it is not applicable to you, but it is just in there (Part 1)

Part II (state requirement) no change

Part IV (1) added the federal language for audit reporting (no applicable to this grant)

Part V – added federal language (all N/A for your grant)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider adoption of Resolution providing for the extension of the 2022 Assessment Rolls, upon the request of Mark Wiggins, Tax Collector.

MEETING DATE REQUESTED:

8/1/2022

Statement of Issue: To order the 2022 Assessment Rolls to be extended prior to the completion of the Value Adjustment Board hearings.

Recommended Action: Adopt

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator, on behalf of Mark Wiggins, Tax Collector.

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Pursuant to the provisions of section 197.232 and 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, my order the 2022 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after the conclusion of all hearings.

Options: Adopt/Do not adopt Resolution

Attachments: Draft Resolution
Letter from Mark Wiggins, Tax Collector

07/12/22

To: The Taylor County Board of County Commissioners

RE: Resolution providing for extension of the 2022 tax roll pursuant to section 197.323

This office has discussed with the Property Appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearings for the 2022 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled. As a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the property appraiser to make a first certification and extension of the 2022 tax rolls prior to completion of the VAB hearings so that tax notices can be timely issued by November 1. Section 197.323(1), Florida Statutes, provides that:

Notwithstanding the provisions of s. 193.122, the board of county commissioners may, upon request by the tax collector and by majority vote, order the roll to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for a delay in the issuance of tax notices beyond November 1.

The Tax Collector hereby requests the Board of County Commissioners to authorize and direct the VAB and the Property Appraiser to certify and extend the 2022 tax rolls prior to completion of the VAB hearings pursuant to section 197.323. The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

Sincerely,



Mark Wiggins
Taylor County Tax Collector

RESOLUTION No. _____

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA,
PROVIDING FOR THE EXTENSION OF THE 2022
ASSESSMENT ROLLS PURSUANT TO SECTIONS
197.323 AND 193.122, FLORIDA STATUTES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pursuant to section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, The completion of the Taylor County Value Adjustment Board hearings for the 2022 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption to the operations of the Taylor County Taxing Authorities.

NOW THEREFORE, BE IT RESOLVED THAT pursuant to the provisions of section 197.323, Florida Statutes, and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2022 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSED AND ADOPTED by the Taylor County Board of County Commissioners this ____ day of _____, 2022.

ATTEST:

Taylor County BCC:

Gary Knowles
Taylor County Clerk of Court

Thomas Demps
Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Board to consider appointment of one member to the Taylor County Planning Board

MEETING DATE REQUESTED:

August 1, 2022

Statement of Issue: Appoint Planning Board member.

Recommendation: Appoint one member to the Planning Board for a term to expire on 5/17/25.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The term for Jan Hopkins expired on May 5, 2022. At that time staff did not have any applications to fill the vacancy. Staff recently received an application from Christopher Carter for a seat on the board.

Staff respectfully requests that the County Commission consider appointing Christopher Carter to the Planning Board for a term expiring on May 17, 2025.

Options:

1. Appoint 1 member to the Planning Board.
2. Choose not to appoint member.

Attachments:

1. Copy of application.



TAYLOR COUNTY

PLANNING BOARD APPLICATION

Name: Christopher Carter

Mailing Address: 2355 Morgan Whidden Rd

City: Perry State: Florida Zip Code: 32377

Home Phone: 850-295-2775

Work Phone: _____

Email: pizza.good135@gmail.com

Employer: Amped Electrical Services LLC

Job Title: Electrician

Number of years residing in Taylor County: 16

Are you 18 years or older? YES: ☒ NO: ☐

Are you a resident of Taylor County? YES: ☒ NO: ☐

Are you a registered voter in Taylor County? YES: ☒ NO: ☐

Are you willing to spend up to eight hours per month for meetings and workshops? YES: ☒ NO: ☐

Are you willing to attend all Board Meetings? YES: ☒ NO: ☐

Education:

Are you a High School Graduate? YES: ☒ NO: ☐

Name of School: Taylor Co. High School

Address of School: _____

Post-Secondary Education:

Name of School: NFCC

Address of School: Madison FL

Technical Training:

Name of School: Voca. Welding / Business

Address of School: Taylor Co.

Do you or any family member have any affiliation with any business that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

YES: NO: X

If Yes, explain: _____

Why do you wish to serve on the Taylor County Planning Board?

To learn and grow in understanding of what takes place in and around our community. Knowledge*

Have you ever been charged with a misdemeanor or felony in any state or federal court?

YES: NO: X

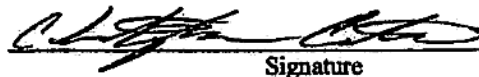
If Yes, explain in detail: _____

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I have a firm understanding that at any given point in time we stray from the will of our Heavenly Father, we shall expect to face repercussions ^{for} our disobedience. It is the very act of conducting ourselves in a Christ-like manner that will inherently bless us and our people towards experiencing true happiness.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

July 21, 2022
Date


Signature

Christopher Carter
Print Name

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider adoption of amended and restated Initial Assessment Resolution for Solid Waste Collection and Disposal
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MEETING DATE REQUESTED:	8/1/2022
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Statement of Issue: To serve as the Preliminary Rate Resolution for the collection and disposal of Solid Waste and Recovered Materials in Taylor County.

Recommended Action: Adopt

Fiscal Impact: \$1,957,255 (Five Year Average)

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into agreement with Nabors, Giblin and Nickerson and Government Services Group to complete a Special Assessment Solid Waste Study in 2021 in order to address the continued revenue shortfall in the Solid Waste Collections budget. Phase 1 of the study was substantially completed in May of 2021 and indicated the County should take the step to issue new cards/decals to all property owners who are assessed in order to insure that only the property owners who pay the assessment can utilize the services.

Letters to property owners were include in the tax bills in November of 2021 and County staff issued new cards/decals to property owners.

In anticipation of the completion of the completed Solid Waste Study in 2022 the Board adopted a Resolution of Intent in December 2021.

The Solid Waste study was completed in May and Government Services Group and Nabors, Giblin and Nickerson presented a draft solid waste budget to the Board at that time. Staff has continued to work with Government Services Group and Nabors, Giblin and Nickerson to update the draft budget as operational costs continue to increase.

Nabors, Giblin and Nickerson prepared an ordinance relating to the Solid Waste assessment that funds Solid Waste Collection in Taylor County and this Ordinance was adopted by the Board on June 19, 2022. The draft Resolution sets the initial Assessment which cannot be increased once adopted by the Board.

Per the Critical Events Schedule the Board should adopt the Initial Assessment Resolution by August 1, 2022. Notices will be mailed to property owners after adoption of the Initial Assessment Resolution and the Board should adopt the Final Assessment Resolution on September 6, 2022.

The rates referenced in the Initial Assessment Resolution are the highest rates that the Board should adopt and included funding for capital purchases. The Board can determine whether to utilize one cent sales tax revenue to fund capital purchases.

Options: Adopt/Do not adopt Resolution

Attachments: Critical Events Schedule
Draft Resolution
Budgets prepared by Government Services Group

**TAYLOR COUNTY
SOLID WASTE SERVICES ASSESSMENT PROJECT
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2022-23**

(Commission Meetings ~ 1st Monday @ 6:00 p.m. and 3rd Tuesday @ 9:00 a.m.)

Project Manager: Sandi Neubarth

Event	Date
County Commission Workshop (if necessary)	May 2022
GSG provides Draft Assessment Report to NGN and County for Review and Comment	June - July 2022
NGN and County provide comments to GSG on Draft Assessment Reports	June - July 2022
GSG provides Final Assessment Report to County	July 2022
NGN provides draft Ordinance to GSG and County for Review	June 27, 2022
GSG and County comment on draft Ordinance	July 1, 2022
County Advertises Public Hearing on Ordinance	By July 8, 2022
Agenda Deadline for Ordinance	July 8, 2022
County Adopts Ordinance	July 19, 2022
NGN provides draft Amended and Restated Initial Assessment Resolution to GSG and County for Review	July 11, 2022
GSG and County comment on draft Amended and Restated Initial Assessment Resolution	July 15, 2022
Agenda Deadline for Amended and Restated Initial Assessment Resolution	July 22, 2022
County Adopts Amended and Restated Initial Assessment Resolution	August 1, 2022
GSG transmits Published Notice Reminder Letters to County	August 2, 2022
First Class Notices Mailed by GSG	August 16, 2022
County publishes Notice of Public Hearing to adopt Amended and Restated Final Assessment Resolution	By August 16, 2022
NGN provides Amended and Restated Final Assessment Resolution to GSG and County for Review	August 17, 2022
GSG and County comment on Amended and Restated Final Assessment Resolution	August 23, 2022
Agenda Deadline for Amended and Restated Final Assessment Resolution	August 26, 2022
Public Hearing to adopt Amended and Restated Final Assessment Resolution	September 6, 2022
County certifies Assessment Roll to County Tax Collector	By September 15, 2022

cc: LaWanda Pemberton, County Administrator (lpemberton@taylorcountygov.com);

Bishop Law Firm (lawbishop@fairpoint.net)

Heather Encinosa, Evan Rosenthal, Shane Black

Residential Solid Waste-NoCIP

[illegible]

Residential Solid Waste-NoCIP

				Fiscal Year 2022-23 Requested Budget	Fiscal Year 2022-23 Assessable Budget	Fiscal Year 2023-24 Assessable Budget	Fiscal Year 2024-25 Assessable Budget	Fiscal Year 2025-26 Assessable Budget	Fiscal Year 2026-27 Assessable Budget	5-Year Average Assessable Budget
Taylor County Solid Waste	Factor	Percent	YOY Increase							
Total Expenditures				\$1,851,160	\$1,851,160	\$1,946,778	\$2,015,986	\$2,122,998	\$2,194,865	\$2,026,358
Revenues										
Franchise Fees - SW	Residential	100.00%	0%	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Small County Grant	Residential	100.00%	0%	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758
Interest Earned	Residential	100.00%	0%	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Regional LF Distribution	Residential	100.00%	0%	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711
TFR MSTU to Solid Waste	Residential	100.00%	0%	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200
TRF From FD 151/Small Co	Residential	100.00%	0%	\$357,773	\$357,773	\$357,773	\$326,320	\$326,320	\$326,320	\$338,901
Total Revenues				\$574,642	\$574,642	\$574,642	\$543,189	\$543,189	\$543,189	\$555,770
Additional Costs										
Collection Costs @ 2% (tax collector)					\$28,610	\$29,509	\$31,674	\$33,975	\$35,520	\$31,858
Notice Costs (11,000 x \$1.44)					\$15,840	\$0	\$0	\$0	\$0	\$3,168
Statutory Discount @ 5% (4% early payment / 1% non-collection)					\$71,525	\$73,771	\$79,183	\$84,937	\$88,800	\$79,643
Study & Implementation Costs					\$22,500	\$0	\$0	\$0	\$0	\$4,500
Legal Costs					\$15,500	\$0	\$0	\$0	\$0	\$3,100
Total Additional Costs					\$153,975	\$103,280	\$110,857	\$118,912	\$124,320	\$122,269
Total Assessable Costs					\$1,430,493	\$1,475,416	\$1,583,654	\$1,698,721	\$1,775,996	\$1,592,856
Total Number of Billing Units @ 95%					9,339	9,339	9,339	9,339	9,339	9,339
Total Assessable Costs Per Dwelling Unit @ 95%					\$154	\$158	\$170	\$182	\$191	\$171
Total Assessable Costs Per RV Site/Hunting Camp @ 95%					\$154	\$158	\$170	\$182	\$191	\$171

5/31/22 Workshop Rates					143.00	155.00	167.00	180.00		157.00
Difference					11.00	3.00	3.00	2.00		14.00

Residential Solid Waste-W-CIP

[illegible]

Residential Solid Waste-W-CIP

Taylor County Solid Waste	Factor	Percent	YOY Increase	Fiscal Year 2022-23 Requested Budget	Fiscal Year 2022-23 Assessable Budget	Fiscal Year 2023-24 Assessable Budget	Fiscal Year 2024-25 Assessable Budget	Fiscal Year 2025-26 Assessable Budget	Fiscal Year 2026-27 Assessable Budget	5-Year Average Assessable Budget
Total Expenditures				\$1,851,160	\$1,851,160	\$1,946,778	\$2,015,986	\$2,122,998	\$2,194,865	\$2,026,358
Revenues										
Franchise Fees - SW	Residential	100.00%	0%	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Small County Grant	Residential	100.00%	0%	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758	\$25,758
Interest Earned	Residential	100.00%	0%	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Regional LF Distribution	Residential	100.00%	0%	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711	\$164,711
TFR MSTU to Solid Waste	Residential	100.00%	0%	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200
Total Revenues				\$216,869	\$216,869	\$216,869	\$216,869	\$216,869	\$216,869	\$216,869
Additional Costs										
Collection Costs @ 2% (tax collector)					\$36,304	\$37,203	\$38,691	\$40,993	\$42,538	\$39,146
Notice Costs (11,000 x \$1.44)					\$15,840	\$0	\$0	\$0	\$0	\$3,168
Statutory Discount @ 5% (4% early payment / 1% non-collection)					\$90,760	\$93,006	\$96,727	\$102,481	\$106,344	\$97,864
Study & Implementation Costs					\$22,500	\$0	\$0	\$0	\$0	\$4,500
Legal Costs					\$15,500	\$0	\$0	\$0	\$0	\$3,100
Total Additional Costs					\$180,904	\$130,209	\$135,418	\$143,474	\$148,882	\$147,777
Total Assessable Costs					\$1,815,195	\$1,860,118	\$1,934,535	\$2,049,603	\$2,126,878	\$1,957,266
Total Number of Billing Units @ 95%					9,339	9,339	9,339	9,339	9,339	9,339
Total Assessable Costs Per Dwelling Unit @ 95%					\$195	\$200	\$208	\$220	\$228	\$210
Total Assessable Costs Per RV Site/Hunting Camp @ 95%					\$195	\$200	\$208	\$220	\$228	\$210
5/31/22 Workshop Rates					181.00	193.00	205.00	218.00		194.00
Difference					14.00	7.00	3.00	2.00		16.00

TAYLOR COUNTY, FLORIDA

**AMENDED AND RESTATED
INITIAL ASSESSMENT RESOLUTION
FOR SOLID WASTE COLLECTION AND DISPOSAL
RESOLUTION NO. 2022-_____**

ADOPTED AUGUST 1, 2022

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RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING AUTHORITY, PURPOSE, DEFINITIONS, AND CERTAIN LEGISLATIVE FINDINGS; DESCRIBING THE METHOD OF ASSESSING THE SOLID WASTE COST AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Ordinance No. _____ (the "Ordinance"), Article VIII, Section 1(f), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Amended and Restated Initial Assessment Resolution and serves as the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll, directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022, and for future ease of reference and consistency, this Resolution will also amend and restate the Initial Assessment Resolution in its entirety.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

(C) As used in this Amended and Restated Initial Assessment Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Indigent Person" means (1) a person who is determined to be an indigent person as defined in the most recent poverty level guidelines established by the Federal Department of Health and Human Services, or a person who otherwise qualifies as an indigent person according to procedures that may be established by resolution of the Board.

SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained, declared and determined that the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be funded by the Solid Waste Cost provide a special benefit to the Residential Property based upon the following legislative determinations and based up that certain report entitled "Taylor County Solid Waste Assessment Program Report" dated as of July 2022 and prepared by Government Services Group, which report is hereby incorporated herein by reference:

General

(A) Upon the adoption of this Amended and Restated Initial Assessment Resolution determining the Solid Waste Cost and identifying the Residential Property to be

included in the Assessment Roll; the legislative determinations ascertained and declared in Sections 1.03 and 1.04 of the Ordinance are hereby ratified and confirmed.

(B) The existence of a Dwelling Unit on Residential Property results in such property generating Solid Waste and Recovered Materials or being capable of generating Solid Waste and Recovered Materials.

(C) The imposition of a recurring annual Solid Waste Service Assessment, as provided for herein, is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste Cost experienced by the County among the parcels of Residential Property within the unincorporated area of the County.

(D) The existence of a Dwelling Unit on Residential Property results in such property generating Solid Waste and Recovered Materials or being capable of generating such materials, regardless of whether such Residential Property is currently occupied.

(E) The size or value of Residential Property does not determine the scope and cost of Solid Waste and Recovered Materials collection and disposal services to be provided to such property. The use of Solid Waste collection and disposal services, facilities, and programs is driven by the existence of a Dwelling Unit and the average occupant population.

(F) Apportioning the Solid Waste Cost for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs provided to Residential Property within the unincorporated area of the County on a per Dwelling Unit basis is compatible with the use of the Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Solid

~~Waste Cost~~ in a manner commiserate with the special benefit received by such Residential Property.

(G) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Solid Waste Service Assessment.

(H) It is in the best interest of the citizens of the County to assist Indigent Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Solid Waste Service Assessment.

SECTION 4. SOLID WASTE COLLECTION AND DISPOSAL SERVICES.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property located within the unincorporated area of the County, the County shall cause Solid Waste and Recovered Materials collection and disposal services to be provided to such Residential Property. All or a portion of the Solid Waste Cost shall be paid from proceeds of the Solid Waste Service Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Residential Property will be benefited by the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Amended and Restated Initial Assessment Resolution.

SECTION 5. DETERMINATION OF SOLID WASTE COST; ESTABLISHMENT OF INITIAL SOLID WASTE SERVICE ASSESSMENTS.

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2022, is \$1,957,266.00. The approval of this Amended and Restated Initial Assessment Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget Solid Waste and Recovered Materials collection and disposal services, facilities, and programs shall be funded from available County revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs are imposed, the Solid Waste Cost shall be allocated among all parcels of Residential Property within the unincorporated area of the County, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to \$210.00 for each Dwelling Unit for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2022. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per Dwelling Unit.

(C) The rate of the Solid Waste Service Assessments established in this Amended and Restated Initial Assessment Resolution shall be the rates applied by the County Administrator in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 6 of this Amended and Restated Initial Assessment Resolution.

SECTION 6. ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels of Residential Property within the unincorporated area of the County. The County Administrator shall apportion the estimated Solid Waste Cost to be recovered through Solid Waste Service Assessments in the manner set forth in this Amended and Restated Initial Assessment Resolution.

(B) A copy of the Ordinance, this Amended and Restated Initial Assessment Resolution, documentation related to the estimated amount of the Solid Waste Cost to be recovered through the imposition of Solid Waste Service Assessments, and the updated Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property.

SECTION 7. INDIGENCY RELIEF.

(A) There is hereby created an indigency assistance program to assist Residential Property owners who meet the definition of Indigent Persons as established herein. An owner of homestead Residential Property who meets indigent income level and asset guidelines specified by the County shall be eligible to receive payment of a Solid Waste Service Assessment by the County. Applicants for this indigency relief shall provide written documentation satisfactory to the County in order to qualify for such assistance. Any amounts provided for indigency relief shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(B) Prior to November 1, 2022, and prior to April 1 of each year thereafter, the applicant shall file with the Tax Collector an application under oath demonstrating entitlement to indigency relief as provided herein. Such application shall include the following:

- (1) The name and address of all Owners of the homestead Residential Property;
- (2) The address and legal description for the Residential Property;
- (3) Proof of total household income from all sources and other documentation required to demonstrate qualification as an Indigent Person; and
- (4) Such other information relating to the application as may be reasonably requested.

(C) The Tax Collector shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed

therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for indigency relief pursuant to this Section.

(D) The Tax Collector shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for indigency relief pursuant to this Section.

(E) If the Tax Collector shall determine that such person is an Indigent Person, the County shall pay the Solid Waste Service Assessment for and on behalf of such Indigent Person from funds budgeted for that purpose.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any indigency relief provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.

(G) The Board, may from time to time, adopt by separate resolution, guidelines and directives to the Tax Collector, or other designated County employee, for the administration of the indigency relief authorized by this Section.

SECTION 8. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. on September 6, 2022, in the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, at which time the Board will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider reimposing Solid Waste Service Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 9. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as Appendix A.

SECTION 10. NOTICE BY MAIL.

(A) The County Administrator shall provide notice by first class mail to the Owner of each parcel of Residential Property in the manner and time provided in Section 2.05 of the Ordinance. The notice shall be mailed no later than August 16, 2022, in substantially the form attached hereto as Appendix B.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Administrator shall work with the Property Appraiser and Tax Collector for provision of notice.

SECTION 11. METHOD OF COLLECTION. It is hereby declared that the Solid Waste Service Assessments shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2022.

SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from Solid Waste Service Assessments shall be used for the provision of Solid Waste and Recovered Materials disposal services, facilities, and programs provided to Residential Property within the unincorporated area of the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 13. EFFECTIVE DATE. This Amended and Restated Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND DULY ADOPTED this 1st day of August, 2022.

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

By: _____
Thomas Demps, Chairman

(SEAL)
ATTEST:

By: _____
Gary Knowles, County Clerk

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
Conrad Bishop, Jr., County Attorney

APPENDX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 16, 2022

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will conduct a public hearing to consider reimposing solid waste non-ad valorem special assessments against improved residential properties located within the unincorporated area of the County for the Fiscal Year commencing October 1, 2022, and future fiscal years to fund the cost Solid Waste and Recovered Materials collection and disposal services, facilities, and programs as provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 6:00 p.m. on September 6, 2022, in the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If a person decides to appeal any decision made by the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Marsha Durden, Assistant County Administrator, 201 E. Green Street, Perry, Florida, 850-838-3500, Ext. 7, at least three (3) days prior to the meeting.

The assessments will be computed by applying the rate of assessment to each parcel of improved residential property in the County. The rate of assessment for the fiscal year commencing October 1, 2022, and for future fiscal years shall be \$210.00 per dwelling unit. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per dwelling unit. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property,

the Solid Waste Service Assessment Ordinance, and the Amended and Restated Initial Assessment Resolution for Solid Waste Services, are available for inspection at the County Administrator's Office located at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The County offers indigency relief for owners of homestead residential property meeting the income and asset guidelines established by the County. Please contact the County Administrator at the number below for program information. The application deadline for Fiscal Year 22-23 is November 1, 2022.

If you have any questions, please contact the County Administrator at (850) 838-3500, Monday through Friday between 9:00 a.m. and 5:00 p.m.

[INSERT MAP OF UNINCORPORATED AREA OF COUNTY]

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

APPENDIX B
FORM OF NOTICE TO BE MAILED

***** NOTICE TO PROPERTY OWNER *****

Taylor County
ADDRESS
Live Oak, Florida

TAYLOR COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE
SERVICE NON-AD VALOREM ASSESSMENTS
NOTICE DATE: AUGUST 16, 2022

Owner Name
Address
City, State Zip

Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by Taylor County, Florida, that the County will consider the continued imposition of an annual special assessment for solid waste and recovered materials collection and disposal services using the tax bill collection method, which may be levied on your property for the fiscal year beginning October 1, 2022, and future fiscal years. The purpose of this assessment is to fund Solid Waste and Recovered Materials collection and disposal services, facilities, and programs benefiting residential property located within the unincorporated area of the County. The total annual solid waste assessment revenue to be collected within the County, is estimated to be \$1,957,266.00. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property. The total number of residential dwelling units on the above parcel is _____. The solid waste service assessment for the above parcel is \$_____ for Fiscal Year 2022-23.

The maximum solid waste assessment for the above parcel that may be imposed without further notice for future fiscal years is \$_____.

A public hearing will be held at 6:00 p.m. on September 6, 2022, at the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written

objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Marsha Durden, Assistant County Administrator at (850) 838-3500, at least three (3) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the County Administrator's office located at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida. The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The County offers indigency relief for owners of homestead residential property meeting the income and asset guidelines established by the County. Please contact the County Administrator at the number below for program information. The application deadline for Fiscal Year 22-23 is November 1, 2022.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the County Administrator at (850) 838-3500, Monday through Friday between 9:00 a.m. and 5:00 p.m.

******* THIS IS NOT A BILL *******