

SUGGESTED AMENDED AGENDA

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

**TUESDAY, OCTOBER 20, 2020
9:00 A.M.**

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

**IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.**

**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.**

**THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE
<https://www.facebook.com/taylor.bocc>**

**If you wish to view the meeting on Facebook you must have a Facebook profile. Search under
Taylor Bocc and you can view the meeting at 9:00 am. The Facebook livestream will not be
monitored for questions or comments, please call the conference call number if you wish to
speak.**

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FROM FIRMS TO PROVIDE THE FOLLOWING SERVICES FOR GRANT FUNDED PROJECTS IN THE 2021 THROUGH 2023 FISCAL FUNDING YEAR(S): SHIP PROGRAM ADMINISTRATION, MANAGEMENT AND PROJECT DELIVERY SERVICES, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO RECEIVE RFPS FOR COUNTY WIDE EMERGENCY MEDICAL SERVICES, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT REGARDING THE POSSIBLE USE OF COUNTY OWNED PROPERTY, LOCATED IN KEATON BEACH, FLORIDA, AS A LOCATION FOR COMMERCIAL CRABBERS TO LOAD AND UNLOAD TRAPS.

CONSENT ITEMS:

7. EXAMINATION AND APPROVAL OF INVOICES FROM OCTOBER 12, 2020.

8. THE BOARD TO CONSIDER APPROVAL OF THE RS&H, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE HINGSON TANNER ROAD PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CAUSSEUX HEWETT AND WALPOLE, INC. FOR THE RECONSTRUCTION AND RESURFACING OF 1ST AVENUE SOUTH IN STEINHATCHEE, AS AGENDAED BY THE COUNTY ENGINEER.
10. THE BOARD TO CONSIDER APPROVAL OF THE CHW, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE ELLISON ROAD WIDENING AND RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RENEW THE INTERLOCAL AGREEMENT FOR SHERIFF'S INMATE WORK SQUAD, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 11-A. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT CARES ACT AMENDMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

12. HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATES, INC., TO APPEAR TO PRESENT QUARTERLY STATUS REPORT FOR TAYLOR COUNTY RESTORE ACT PROGRAM UPDATE FOR PLANNING AND DESIGN - COASTAL DREDGING PROJECTS FOR KEATON BEACH AND STEINHATCHEE BOAT RAMP PROJECT.
13. HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATES, INC., TO APPEAR TO PRESENT QUARTERLY STATUS REPORT FOR CONSTRUCTION ENGINEERING AND INSPECTIONS SERVICES PROVIDED FOR THE TAYLOR COUNTY FRA COMPETITIVENESS AND EMPLOYMENT BY RAIL (CEBYR) PROJECT.
14. DAVID JAHOWSKY, GOVERNMENT SERVICES GROUP (GSG), TO APPEAR TO PRESENT DRAFT PHASE II AND PHASE III OF THE TAYLOR COUNTY CARES ACT FUNDING EXPENDITURE PLAN.

- 14-A. PAM WESSELS, PRESIDENT, STEINHATCHEE RIVER CHAMBER OF COMMERCE, TO APPEAR TO DISCUSS COUNTY ORDINANCE NO. 2020-02, WITH REGARDS TO FESTIVALS.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA FIRE FIGHTER ASSISTANCE GRANT, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

COUNTY ATTORNEY ITEMS:

16. THE COUNTY ATTORNEY TO DISCUSS DRAFT SOLID WASTE ASSESSMENT RESOLUTION OF INTENT.

COUNTY ADMINISTRATOR ITEMS:

17. THE BOARD TO FURTHER DISCUSS YATES CREEK LEASE EXTENSION, AS AGENDAED BY COUNTY ADMINISTRATOR.
- 17-A. THE BOARD TO CONSIDER NEW LEASING AGREEMENT WITH LEASING 2, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF CARES ACT EXPENDITURE REQUESTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
20. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
21. 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 receive Request For Proposals (RFP) for Program Administration, Management And Project Delivery Services for the 2021-2023 SHIP Program and other related programs at 9:00 a.m.

MEETING DATE REQUESTED:

October 20, 2020

Statement of Issue: Board to receive RFP's for Program Administration, Management and Project Delivery Services for the SHIP Program and other related programs.

Recommended Action: Receive RFP's at 9:00 a.m. or as soon thereafter.

Fiscal Impact: These services will be 100% funded with SHIP and/or other related grant funds.

Submitted By: Melody Cox, Grants

Contact: Melody Cox, Grants

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The contract with Government Services Group, Inc. (GSG) who currently administers SHIP on behalf of the County expires October 31, 2020. Per the Florida Housing Finance program requirements as well as the County's procurement process, the County must advertise and receive RFP's for the selection of the SHIP Program administrative and program management services. The RFP Review Committee will be: LaWanda Pemberton, Jami Evans, and Melody Cox. The Committee will make a recommendation to the Board at the November 2, 2020 meeting.

Attachments: Not applicable at this time.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE RS&H, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE HINGSON TANNER ROAD PROJECT.

MEETING DATE REQUESTED:

October 20, 2020

Statement of Issue: Hingson Tanner Road is programmed for improvement under the Taylor County Secondary Road Improvement Plan. Professional Construction Engineering and Inspection (CEI) services are required for oversight of the project.

Recommended Action: Staff recommends that the Board approve the RS&H, Inc. proposal for the Hingson Tanner Road project CEI Services.

Fiscal Impact: FISCAL YR 2021 - \$389,300.00 SRIP Funding
FISCAL YR 2021 - \$117,417.58, RS&H CEI

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of the Hingson Tanner Road and the Ellison Frith Road under the County's Secondary Road Improvement Program were prepared and advertised for opening at the October 5, 2020 meeting. That project consisted of improving two existing graded roads including paving, safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the project's advertised plans and specifications.

There is currently \$389,300 remaining of the Board allocated \$400,000 for these projects. Even the lowest of the bids received for the project (\$583,416.95 – Curt's Construction) measurably exceeded the available funding. Recognizing some funding would be retained for the Construction Engineering & Inspection expense, the Board decided to proceed solely with Hingson Tanner Rd and to pursue Ellison Frith Road at a later date. To address project oversight, Staff requested and is presenting the CEI services proposal received from RS&H, Inc. Their not-to-exceed proposal and staffing estimate was reviewed, found to be reasonable and is recommended for approval. If approved, the CEI services provided will be governed under the terms of their recently approved continuing contract for Professional Engineering Services (approved February 3, 2020).

Options:

- 1) Accept and approve the RS&H, Inc. proposal for the Hingson Tanner Road project CEI services.
- 2) Deny the CEI proposal and state reasons for denial.

Attachments:

RS&H, Inc. CEI proposal
RS&H Task Order

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: CEI_RSH-03

PURCHASE ORDER NO.: _____

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

PROJECT: Hingson Tanner Road – Resurfacing/Reconstruction Project

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

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

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of October 13, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: October 7, 2020 proposal and Staff Hour Estimate

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

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within One Hundred (100) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

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

☐ Time basis method with a Limitation of Funds amount

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

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding One- Hundred Seventeen Thousand, Four Hundred Seventeen and Fifty-Eight Cents DOLLARS (\$ 117,417.58). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____ 20____, for the purposes stated herein.

RS&H, Inc.

Witness

By: _____
Signature

George R Miller
Print Name

Title: _____ Vice President

TAYLOR COUNTY, FLORIDA

By: _____
Signature

Print Name

Title: _____

Date: _____

Task #3		
Project:	2015-004-ENG; Tanner Road	
Desc:	Resurfacing; Reconstruction	
County Engineer:	Kenneth Dudley, P.E.	

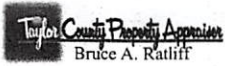
Projected			2020																	2021										Total Hours	Salary Cost		Total Cost					
Position	STAFF	Firm	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	1/1	1/8	1/15	1/22	1/29	2/5	2/12	2/19	2/26	3/5	3/12	3/19	3/26	4/2	4/9											
Sr. Project Eng.	Manos	RS&H	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4										68	\$	13,257.28	\$	13,257.28					
Project Eng.	Witt / Bell	RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8									136	\$	16,307.76	\$	16,307.76					
Cont. Suppl Spec.	Claudine Stanton	RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8									136	\$	11,668.80	\$	11,668.80					
Sr. Inspector		RS&H	40	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	24										694	\$	64,132.54	\$	64,132.54					
Inspector	Taylor County; Mult	RS&H				40											40												80	\$	5,528.00	\$	5,528.00					
Plant Inspector		RS&H				40											40												80	\$	6,523.20	\$	6,523.20					
																														Task Amendment #1				\$	-			
																														Task Amendment #2				\$	-			
																																		\$	117,417.58		\$	117,417.58

Actual			2020																				2021										Total Hours	Salary Cost		Total Cost		
Position	STAFF	Firm	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	1/1	1/8	1/15	1/22	1/29	2/5	2/12	2/19	2/26	3/5	3/12	3/19	3/26	4/2	4/9											
Sr. Project Eng.	Manos	RS&H	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4									68	\$	13,257.28		\$	13,257.28					
Project Administrator	Witt / Bell	RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8									136	\$	16,307.76		\$	16,307.76					
Cont. Suppl Spec.	Stanton-CSS	RS&H	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8									136	\$	11,668.80		\$	11,668.80					
Sr. Inspector	Rich/Bell/Laub	RS&H	40	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	24									694	\$	64,132.54		\$	64,132.54					
Inspector	Peiker/Whichard	RS&H				40											40											80	\$	5,528.00		\$	5,528.00					
Plant Inspector	Guris	RS&H				40											40											80	\$	6,523.20		\$	6,523.20					
																																		\$	117,417.58		\$	117,417.58
																																		\$	-		\$	-

Time Summary		
Est. Inspection Start Date	10/23/2020	Estimated
Est. Construction Start Date	10/30/2020	
Construction Duration (Days)	100	
Days Added or Estimated	0	Update formula with Actual Staff and Multipliers
Est. Construction End Date	2/6/2021	
Est. Inspection End Date	2/13/2021	
Date \$ Run Out	2/13/2021	
TWO End Date	5/23/2024	
Date Funds Encumbered	5/31/2019	
Actual Project Finish (Fin. Acc.)	TBD	

Invoice #	Invoice Amount	Invoice Totals
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
Totals	\$ -	\$ -

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Taylor County, FL

Summary

Tax District CO Millage Rate: 15.2486
 Site Location 21115 MARINA RD
 Section 35-07-07
 Township Range
 ParcelID 06836-150
 Exemptions N/A
 Property Usage VACANT W/ XFS
 Legal LEG 0000.26 ACRES - COM SE COR LOT 76 BLK D KEATON BCH - SUB UNIT 1 TH N 89D W 85 FT S 140 - FT FOR POB TH S 7D E 125.9 FT N
 Description 72D - E 87.85 FT N 99 FT N 89D W 100 FT - TO POB - TOGETHER WITH ESMT - OR 608-414 - SUBJ TO ESMT IN OR 509-938 - SUBJ TO
 ESMT IN OR 555-230 OR 763-657
 (Note: Not to be used on legal documents)

Owner

GFI PV LLC
 PO BOX 3381
 PONTE VEDRA BEACH FL 32004

Land

Land Use 0080V
 Number of Units 2
 Unit Type LT
 Assessed Value \$232,560

Building Data

Building # 1
 Actual Year Built 0
 Base (Heated/Cooled) Area 0 (gross base sq ft)
 Gross Area 0 (total gross sq ft for all subareas)
 Description
 Occupancy VACANT W/ XFS
 Construction Class
 Exterior Walls
 Roof Structure
 Roof Cover
 Floor Cover
 Interior Walls
 Heating Type
 Cooling Type
 Frame Type
 Ceiling Finish
 Plumbing
 Wall Height Standard
 Floors 0
 Plumbing Fixtures 0
 Avg. Rooms Per Floor

Sales History

Sales Date	Type of Document	Book/Page	Amount
05-18-2017	WARRANTY DEED	763/657	\$225,000
09-01-2007	WARRANTY DEED	608/414	\$0
06-01-2000	WARRANTY DEED	444/116	\$162,500
05-01-1996	WARRANTY DEED	369/737	\$135,000
07-01-1992	WARRANTY DEED	305/538	\$129,000

Valuation

2019 Preliminary Certified Values and 2020 Working Values

	2020	2019
+ Land Value	\$232,560	\$206,040
Agricultural		
+ Building Value	\$0	\$0
+ Assessed XF Value	\$0	\$0
+ Total Misc. Value	\$1,080	\$1,140
<hr/>		
= Just or Classified Value	\$233,640	\$207,180
- SOH/deferred	(\$5,750)	\$0
<hr/>		
= Assessed Value	\$227,890	\$207,180
- Exempt Value	\$0	\$0
<hr/>		
= Taxable Value	\$227,890	\$207,180
Appraised Land Value	\$232,560	\$206,040
Assessed Justification or Classified Value	\$233,640	\$207,180

TRIM Notices

2020 TRIM Notice(PDF)

No data available for the following modules: Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

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MARINARD


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TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	COMMISSIONERS TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CAUSSEAUX HEWETT & WALPOLE, INC. FOR THE RECONSTRUCTION & RESURFACING OF 1ST AVENUE SOUTH IN STEINHATCHEE.
MEETING DATE REQUESTED:	October 20, 2020

Statement of Issue:

The Board of County Commissioners is currently under contract with Causseaux Hewett & Walpole, Inc. (CHW) to provide Highway and Bridge/Structural Design Services. In accordance with the terms and conditions of that contract, CHW is proposing to prepare plans and specifications to reconstruct and resurface 1st Avenue South as part of the Florida Department of Transportation's (FDOT) County Incentive Grant and Small County Outreach Programs.

Recommended Action: Staff recommends that the Board accept and approve Causseaux Hewett & Walpole, Inc.'s proposal to provide design services for the reconstruction & resurfacing of 1st Avenue South.

Fiscal Impact: FISCAL YR 2019/20 - \$107,508.00 CIGP Funding
FISCAL YR 2019/20 - \$2,500,000.00 SCOP Funding
\$316,524.00; CHW proposal

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

In July of 2015, the Board of County Commissioners executed a contract with Causseaux Hewett & Walpole, Inc. to provide Professional Engineering Services specific to Highway and Bridge/Structural Design through September of 2019. Earlier this year, the Board also entered into a reimbursement agreement with the FDOT to provide the Board \$2,607,508 through the County Incentive Grant and Small County Outreach Programs to be used for the reconstruction & resurfacing of 1st Avenue South from from State Road 51 to SR 51, approximately 1.19 miles. This funding will be used to support the proposed design services, the eventual construction effort and the associated Construction Engineering Inspection.

Under their not to exceed proposal, it will be CHW's responsibility to evaluate the current condition of the roadway and to undertake all aspects required to prepare the construction plans and associated specifications that will govern improvements to provide a structurally suitable roadway that is also compliant with current design and safety requirements. The objective of the project is to resurface and widen the approximate 1.2-mile stretch of road from its current 19 ~ 20 ft varying width to a full 24 ft wide travel way. Improvements will also be made to a large box culvert and other stormwater management components, shoulders, signage, pavement markings and roadside protection devices. CHW anticipates beginning design services once their proposal

is approved and completing such activities within one year. This time frame is a bit longer than other typical projects due to the expected permitting associated with the box culvert expansion/extension and environmentally sensitive areas along the corridor.

Options:

- 1) Accept and approve Causseaux Hewett & Walpole, Inc.'s proposal in the amount of \$316,524.00.
- 2) Deny CHW's proposal and state reasons for such denial.
- 3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commisisoners.

Attachments:

Causseaux Hewett & Walpole, Inc. Proposal
CHW Task Order

September 30, 2020

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

RE: Professional Consulting Services
1st Avenue SE Widening / Resurfacing
From CR 361 to 15th Street East
Taylor County, FL
FDOT County Incentive Grant Program Project
FDOT Small County Outreach Program Project
Financial Project ID 439669-1-54-01
Project No. 2016-002-ENG

Dear Kenneth,

We appreciate the opportunity to provide you with professional consulting services for the 1st Avenue SE Project. Our understanding of the project and the requested services are summarized as follows:

1st Avenue SE is approximately 1.19 miles long and runs between CR 361 and 15th Street East in Steinhatchee. At the west end of the project, the project limits will extend further west in order to modify the intersection configuration with CR 361 so that 1st Avenue SE is the primary through movement, and CR 361 from the south ties into 1st Avenue SE. The existing roadway is two lanes, approximately 20 feet in width with no paved shoulders. The existing pavement is in poor condition. The roadway will be widened to two 12-foot lanes and resurfaced and unpaved shoulders will be added. Additional work will include restoring roadside swales and side and cross drains. The clear zone will be evaluated per the FDOT Greenbook requirements and the project may require roadside revisions or design exceptions to meet the most current clear zone requirements. Sidewalk will be added where needed to provide continuous sidewalk on the north side. There is one existing box culvert that is expected to be extended in order to meet clear zone requirements as well as to accommodate the addition of sidewalk on the north side. CHW will also perform a drainage analysis on the box culvert to determine if additional volume is warranted to address flooding (overtopping of the box culvert) that frequently happens. If the additional volume is warranted, the box culvert will be widened by the addition of a third barrel or by removal of the existing box culvert and replacement with a new wider box. Utility coordination will be performed throughout the design activities.

CHW will provide complete turnkey services for this project: survey of the right-of-way, geotechnical investigations, environmental studies, design of the roadway improvements, preparation of the construction plans, permitting as needed, preparation of technical specifications (if required), and post-design services. Taylor County will provide some traffic data to assist with our pavement design, however, we understand that it will be our responsibility to acquire additional traffic data to support our design, if needed.

Based on information you provided, it is our understanding that Taylor County has secured \$2,607,508.00 in funding from FDOT for the design and construction of the proposed roadway improvements.

Our approach will be to gather complete data and conduct a thorough review of existing conditions and proposed improvements. Thorough, pertinent data used appropriately during design has the potential to provide cost savings during construction.

Permits

The roadway and related improvements will be subject to the authority of the regulatory agencies listed below. CHW will handle permitting requirements for the permits listed below except as noted.

- Suwannee River Water Management District (SRWMD) – General Permit for Minor Bridge Alteration, Placement, Replacement, Removal, Maintenance, and Operation and/or General Permit for Minor Activities within Existing Rights-of-Way or Easements.
- Army Corps of Engineers (ACOE) – Nationwide Permit 14. Depending upon impacted wetland acreage, a Standard Permit may be required.
- Florida Department of Environmental Protection (FDEP) – National Pollutant Discharge Elimination System (NPDES) Land Disturbing Activity Permit (NOI) – this permit is listed for coordination purposes only; the Contractor will be responsible for administering the NOI permit.
- Florida Fish and Wildlife Conservation Commission (FWC) – Gopher Tortoise Relocation Permit or exemption, see additional details below

CHW will provide the following services:

A. Professional Surveying Services:

CHW will prepare a Topographic Route Survey for the referenced project, consisting of approximately 1.3 linear miles along 1st Avenue SE, between CR 361 and 15th Street E. The survey will meet the requirements listed below.

1. DRAWING REQUIREMENTS:

- a. Map to meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- b. Drawing sheets shall be trim size 11" x 17" at 1"= 40' Graphic Scale.
- c. Show NORTH arrow and locate North at the top of the sheet.
- d. Include legend of symbols and abbreviations used on the drawing(s).
- e. The survey should be registered to the Florida State Plane Coordinate System (NAD 1983_Florida North_FIPS_0903 US feet datum) and all distances and coordinates delineated using the U.S. Survey foot.
- f. Elevation datum shall be based on the NAVD 88. State source of information.
- g. Furnish to the Client one electronic version in C3D 2018 (or later) format and two (2) prints of each drawing. Each drawing shall be signed and sealed by a Licensed Land Surveyor

2. SURVEY REQUIREMENTS:

- a. The survey shall meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- b. All necessary boundary information, property corners, ingress/egress/drainage easements, R/W monuments, and a tie to an identifiable land boundary corner, the Section, Township, and Range, and County and basis of bearings.
- c. Survey limits shall extend to the 10' beyond the right-of-way and cul-de-sacs on all sides. Consider all prescriptive rights-of-way to be no less than 60 feet centered along the centerline of the roadway. Minimum topographic width to be 80 ft.
- d. Survey limits shall include no less than 100 ft of any intersecting/side streets/roads/alleyways/etc. beyond the project roadway right-of-way.
- e. All control points used for the topographic survey shall be checked with a closed level loop with error of misclosure not to exceed +/- 0.05 ft. times the square root of the distance in miles.

-
- f. Locate or establish Permanent Control Point at the centerline of 1st Ave South at its intersection with 15th St SE and 3rd St E along with each of the intersecting rights-of-way, and when applicable, at each PC, PT, PI, points of Superelevation, etc., and at minimum 1000' intervals (@ +00 stations) with description and elevation to nearest 0.01 ft.
 - g. Minimum of two (M.T.S.) permanent benchmarks on site per 10 acres; or one benchmark per 1,100 ft of roadway, whichever is greater, with description and elevation to nearest 0.01 ft. Include a permanent benchmark in close proximity to each roadway drainage structure; label drawing with description and elevation to nearest 0.01 ft.
 - h. Contours at 1 foot intervals; error shall not exceed one-half contour interval. Spot elevations on all impervious surfaces.
 - i. Full cross-section every 100 feet of roadway, each PC, PT, PI, points of Superelevation, centerline of drainage structure(s) and any identifiable grade breaks.
 - j. Full cross-section every 50 feet of roadway and at any identifiable grade breaks throughout each curve from PC to PT.
 - k. Location and description of structures, above ground, man-made (i.e. paved/concrete areas/guardrail/barrier walls/mailboxes/etc.) and natural features; all ground-floor elevations and elevations at each entrance of buildings on the property.
 - l. Location, description, size, type (sign number) of all signage. Drawing information example: 24" Stop Sign, R1-1.
 - m. Location, description and orientation of all Pavement Markings, Messages, Crosswalks, Gores, Arrows, etc.
 - n. Owner, location, description and size of fire hydrants within the survey limits including the size of the water main serving each.
 - o. Owner, location, description, and size of water and gas mains and all other utilities or manholes that may be on site.
 - p. Owner, location and characteristics of power, site lighting and communications systems above and below grade.
 - q. Owner, location, description, and size of all utility structures, valves, meters, manholes, manhole dimensions, inverts, hand holes, markers and stub outs of all utility lines.
 - r. Location, description, size, type (RCP, CMP, etc.), and inverts of flow line of each storm water drainage structure, inlet, or culvert along with type and dimensions of any existing headwalls, mitered end sections, etc.
 - s. Owner, location, description, size, depth, and direction of flow of sanitary sewers, combination sewers, drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
 - t. Location of tree lines, clustered vegetation and all trees 8" or larger within the right-of-way limits and give species in common name (or minimum regulatory agency standard).
 - u. Visible right-of-way monuments.
 - v. Locate and map all wetland flags as delineated by others.

Note: This fee proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.

B. Drainage and Pavement Evaluation Services:

CHW will sub-contract with GSE Engineering and Consulting, Inc., to perform the following services:

- Roadway borings and pavement cores to support pavement design and widening / resurfacing recommendations
- Borings to provide soils data to support drainage design
- SPT borings, to support expected box culvert extension / widening
- LBR tests

Boring frequency and depth will be based on the recommendations of a Professional Engineer at GSE.

C. Environmental Services:

CHW will sub-contract with two qualified consultants to perform the services described below. Wetland impacts and mitigation are expected to be needed for the box culvert widening / extension.

1. Ecosystem Research Corporation (ERC) will provide the following services:
 - a. A preliminary gopher tortoise survey and threatened and endangered species survey.
 - b. Wetland determination / delineation.
 - c. Development of a Uniform Mitigation Assessment Method (UMAM) for proposed impacts and mitigation. Actual mitigation costs (e.g., mitigation bank costs) are not included in this proposal.
 - d. An Environmental Resource Report discussing environmental topics as needed for permitting purposes.
 - e. Attendance at meetings related to the above-listed items.
2. Environmental Resource Solutions (ERS) will provide a 100% gopher tortoise survey for this project within 60 days prior to the start of construction.

If gopher tortoises are identified within the project corridor during the 100% gopher tortoise survey, ERS will be engaged to perform the subsequent permitting and relocation services via an additional services proposal. These services are not included in this proposal because the associated fees vary depending on the number of tortoises which cannot be quantified at this time. As an example, for budgeting purposes, if five gopher tortoises are identified within the project corridor and require relocation, ERS' fees for permitting and relocation will be in the ballpark of \$15,000.00.

Wetland mitigation costs are also not included in this proposal. These costs will have to be determined after impacts are clearly defined.

D. Structural Design Services:

CHW will sub-contract with Ayres Associates to perform the structural design for the box culvert extension and widening. The widening will be accomplished either by the addition of a third barrel to the existing box culvert, or by the replacement of the existing box culvert with a wider box culvert. Ayres will provide design plans for the box culvert improvements starting with the 60% construction plan milestone. Ayres will also provide technical specifications as needed (starting at the 90% construction plan milestone), cost estimating, post design services (shop drawing review and response to RFIs), and attendance at up to one (1) meeting.

E. Roadway Design Services:

CHW's approach to design will include the early and thorough examination of existing conditions, design criteria, and potential problems, with the goal of containing or reducing construction costs and reducing the number and costs of issues that could arise during construction. CHW will also utilize experience on previous Taylor County jobs to anticipate problems that could arise and address them during project design.

1. Project Design Scope (i.e. Design Report) – CHW will begin the project design activities with a field visit and the completion of a Project Design Scope (PDS). The PDS will be based on a similar FDOT procedure for the review and documentation of existing conditions and design criteria, and the identification of potential problems that will subsequently be examined and resolved as needed before detailed design begins. The proposed improvements will be designed to be consistent with the 2016 edition (or latest edition at the time of contract approval) of the *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, also known as the Florida Greenbook.

-
2. Site Visits – CHW will conduct field visits as needed throughout design to gather and confirm data and design details.
 3. Meetings – CHW will attend meetings as needed to coordinate the project with Taylor County and any other relevant entities. No formal meetings are expected prior to submittal of the 60% plans.
 4. Roadway Design – Full design will incorporate topographic survey and other available data including the results of the PDS. Design will be consistent with the 2016 (or current at the time of contract authorization), edition of the *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, also known as the Florida Greenbook.
 5. Drainage Analysis – CHW will conduct necessary drainage analysis to maintain proper drainage on the project, and meet FDOT, Suwannee River Water Management District, and Army Corps of Engineers requirements. The drainage analysis will include an analysis of the existing box culvert, to determine if additional volume is warranted and would address flooding (overtopping of the box culvert) that frequently occurs. If additional volume is warranted, the box culvert design will be modified accordingly.
 6. Bridge Hydraulics Report – CHW will prepare a bridge hydraulics report to support the structural design of the culvert extension. The report will include analysis of peak surface water elevations for design storm events and scour analysis.
 7. Design Exceptions – The proposed improvements will be designed to be consistent with the Florida Greenbook. If the proposed improvements cannot meet any of the 13 controlling design elements listed in the Florida Greenbook, a Design Exception will be needed. Per the Greenbook, any required design exception for this project would require approval from Taylor County's designated Professional Engineer. No FDOT or FHWA review or approval should be required. Should any design exceptions be needed, CHW will prepare, submit, and administer the proper documentation in accordance with FDOT documentation and submission requirements.
 8. Roadway Plans – CHW will produce plans (electronically and 11x17 hardcopy) in accordance with typical standards. Roadway plans will include typical sheets such as the cover sheet, general notes, legend, SWPP sheets, typical sections, plan and profiles, cross sections, and construction details. CHW will submit plans for review at 30%, 60%, 90%, and 100% design milestones unless otherwise requested by Taylor County or by FDOT. The content of the milestone plan sets will be generally consistent with FDOT procedures (FDOT Design Manual). The 30% plans will show only the survey with a 30% plan view design (no profile, cross sections, etc.) and will be submitted as a pdf only.
 9. Utility Coordination – CHW will coordinate with utilities having facilities within the project corridor to ensure that any potential conflicts are identified and addressed as required. Utility coordination will begin no later than 60% plans. The Contractor will be responsible for any necessary utility relocations; utility relocations will be shown on the construction plans and coordinated with utilities during the design process.
 10. Cost Estimating – CHW will provide a cost estimate with each milestone submittal beginning with the 60% submittal. The cost estimate will be used initially as a tool for gauging whether proposed improvements fit within the available budget so that adjustments can be made as needed, and ultimately for estimating the total cost of construction prior to bidding.

Should the results of the cost estimating indicate that the proposed improvements do not fit within the available budget, CHW will work with the County to identify additional ways to reduce the construction cost. The cost estimate will utilize FDOT pay items and will include calculated quantities. Quantities can also be shown in the plans as needed or desired in the form of Summary of Quantities sheets.

11. Quality Assurance – CHW has implemented a quality assurance procedure that has multiple quality steps built into it spanning the life of a project. The procedure begins with the initial internal kick-off of the project

and aims to ensure proper communication of and attention to details throughout the life of the project. The procedure also includes a comprehensive quality control review of the plans.

F. Permitting Services:

CHW will provide the following services during the course of the project:

1. Administer a pre-application meeting with SRWMD, as needed.
2. Administer a pre-application meeting with ACOE, as needed.
3. Prepare, submit, and administer the SRWMD General Permit application.
4. Prepare, submit, and administer the ACOE Nationwide Permit or Standard application.
5. Prepare, submit, and administer permitting necessary for temporary impact to wetlands for the geotechnical investigation activities.

Gopher tortoise permitting is discussed in the Environmental Services section. This scope of services does not include payment of permit application fees. Upon confirmation of application fee amounts, Taylor County can pay the application fees directly or CHW can pay them and submit to the County for reimbursement.

G. Post Design / Construction Administration Services:

CHW will provide the following services after the completion of design:

1. Supplemental / Technical specifications for inclusion with the bid documents, if required.
2. Description of the work, as needed, for inclusion in the County's bid package. The County will advertise the project. The description of the work shall consist of text provided in an email format for the client to utilize in preparation of the bid documents.
3. Attendance at a pre-bid meeting.
4. Attendance at other meetings as needed.
5. Response to questions during bidding and issuance of addenda as needed.
6. Participate (EOR) in the bid review as needed.
7. Attendance at a pre-con meeting (attendance only, meeting to be planned and facilitated by CEI Consultant).
8. Shop drawing review.
9. Response to RFIs during construction.

All subsequent activities during the construction phase will be handled by the CEI Consultant.

H. Summary of Deliverables:

As described above, the following deliverables will be provided to the County:

1. Project Design Scope document
2. Bridge Hydraulics Report
3. Box Culvert Drainage Analysis Report
3. Design Plans at 30% (pdf only), 60%, 90%, and 100% milestones
4. Technical Specification Package at 90% and 100% milestones as required (includes any required supplemental specifications)
5. Cost Estimate at 60%, 90%, and 100% milestones
6. Documentation of issued permits and any necessary utility work schedules

I. Project Schedule:

CHW will provide a detailed project schedule upon receipt of notice to proceed.

J. Professional Fees:

Item	Description	Fee
A.	Surveying Services (by CHW)	\$ 27,760.00
B.	Drainage and Pavement Evaluation Services (by GSE)	\$ 36,391.00
C.1.	Environmental – Wetlands, Mitigation, Threatened & Endangered Species (by ERC)	\$ 12,060.00
C.2.	Environmental – 100% Gopher Tortoise Survey (by ERS)	\$ 2,200.00
D.	Structural Design Services (by Ayres)	\$ 30,483.00
E.	Roadway Design Services (by CHW)	\$ 168,725.00
F.	Permitting Services (by CHW)	\$ 20,000.00
G.	Post Design / Construction Administration Services (by CHW)	\$ 18,905.00
	Total	\$ 316,524.00

The above-described services will be provided for the lump sum fee of **\$316,524.00**. Invoices will be submitted periodically based on the percentage of services completed to date.

K. Box Culvert Addition Fees:

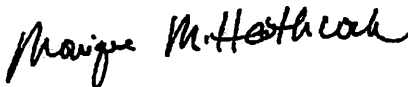
The services and corresponding fees for the addition of the third box culvert barrel are estimated as follows:

Box Culvert Addition Task	Box Culvert Addition Fee
CHW – Drainage Analysis, Calcs, Report, Additional Design Coordination	\$ 9,100.00
Ayres – Box Culvert Design	\$ 6,483.00
CHW – Post Design Services	\$ 1,900.00
Total	\$ 17,483.00

The box culvert addition tasks and fees are included in the total lump sum above in Section J.

We trust this proposal meets with your acceptance and approval. Please return a purchase order or other authorization to proceed. Otherwise, please call to discuss. As always, we look forward to working with you on this project.

Sincerely,
CHW



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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: _____

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

PROJECT: 1st Avenue SE Widening and Resurfacing

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

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

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of February 3, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated September 24, 2020

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

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Three Hundred Sixty-Five (365) calendar days.

METHOD OF COMPENSATION:

This Task Order is issued on a:

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

(a) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Three hundred sixteen thousand five hundred twenty-four DOLLARS (\$ 316,524.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

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

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

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

Monique M. Heath
Witness

Causseaux Heffett & Walpole, Inc.

By: _____

Signature

John Howard

Print Name

Title: Vice-President

TAYLOR COUNTY, FLORIDA

By: _____

Signature

Print Name

Title: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE CHW, INC. CEI TASK ORDER FOR INSPECTION OVERSIGHT OF THE ELLISON ROAD WIDENING AND RESURFACING PROJECT.

MEETING DATE REQUESTED:

October 20, 2020

Statement of Issue: Ellison Road is programmed for widening and resurfacing from Green Street to East Ellison Road under the Florida Department of Transportation's Small County Outreach (SCOP) and Small County Road Assistance Programs (SCRAP). Professional Construction Engineering and Inspection (CEI) services are required for oversight of the project.

Recommended Action: Staff recommends that the Board approve the CHW, Inc. proposal for the Ellison Road Widening/Resurfacing project CEI Services.

Fiscal Impact:
FISCAL YR 2020/21 - \$201,630.00
FISCAL YR 2019/20 - \$410,394.63 SCOP Funding remaining
FISCAL YR 2019/20 - \$233,013.37 SCRAP Funding remaining

Budgeted Expense: YES (Partial)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Ellison Road from Green Street to the East end of Ellison Road under the FDOT's SCOP and SCRAP programs were prepared and advertised for opening at the October 5, 2020 meeting. The project will widen and resurface the approximate 1.62 miles of roadway including safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the project's advertised plans and specifications.

To provide for proper project oversight, Staff requested and is presenting the CEI services proposal received from CHW, Inc. The proposal and staffing estimate was reviewed, found to be reasonable and is recommended for approval. If approved, the CEI services provided will be governed under the terms of their recently approved continuing contract for Professional Engineering Services (approved February 3, 2020).

The Board entered into Reimbursement Agreements with FDOT totaling \$657,843.00 for the Ellison Road project. As presented previously, the anticipated CEI expense and the estimated construction cost is expected to exceed available funding without additional monies from FDOT or the Board. Of course, a last resort would be to reduce the project's scope of work. Previous discussions with the Board disclosed an expected approximately \$900,000 underfunding to be allocated from the Secondary Road Common Account. However, Staff will discuss this funding need issue with FDOT now that the Board has known proposals and not calculated estimates.

Options:

- 1) Accept and approve the CHW, Inc. proposal for the Ellison Road Widening/Resurfacing project CEI services.
- 2) Deny the CEI proposal and state reasons for denial.

Attachments:

CHW, Inc. CEI proposal
CHW Task Order

September 16, 2020

Mr. Kenneth Dudley, PE
County Engineer, Taylor County
201 East Green Street
Perry, Florida 32347

RE: Proposal for Construction Engineering and Inspection (CEI) Services
FDOT Small County Road Assistance Program (SCRAP)
East Ellison Road FDOT FIN ID: 430741-1-58-01
North Ellison Road FDOT FIN ID: 431643-1-58-01
Small County Outreach Program (SCOP)
East Ellison Road FDOT FIN ID: 430741-1-58-01
Taylor County, Florida

Dear Mr. Dudley:

On behalf of CHW, thank you for the opportunity to provide a proposal for Construction Engineering Inspection (CEI) Services for the **Taylor County East and North Ellison Road widening and resurfacing project**. Below, we provide our proposed scope and associated fees for the Construction Engineering and Inspection (CEI) services for the proposed Small County Road Assistance Program (SCRAP)/Small County Outreach Program (SCOP) projects in Taylor County, Florida. This proposal is based upon our understanding of the project, experience on similar SCRAP/SCOP projects, and our preliminary investigation of the project location and existing conditions. On the basis of the above considerations, CHW proposes the following scope of CEI Services:

PROJECT UNDERSTANDING:

The East and North Ellison Road project is a widening and resurfacing project of approximately 1.62 miles of rural roadway. The work to be performed includes drainage improvements, limerock overlay and mixing, widening, and resurfacing, and associated drainage improvements. The proposed construction affects North Ellison Road (CR 252) from approximate station 10+12 to approximate station 42+98; and East Ellison Road (CR 255A) from approximate station 42+98 to approximate station 95+84.

Based on Bid Documents prepared by Taylor County for construction, we understand construction should be complete within 270 calendar days. Considering this schedule, we have assumed approximately 193 working days to achieve Final Completion of the project. Our

*anticipated fees consider full-time inspection services for 193 working days and associated support services as the basis for our not-to-exceed budget. Additionally, we have budgeted for supplemental inspector support during paving operations for project **and** plant support. We have estimated approximately 2-weeks for comprehensive paving operations. Note: If the project scope is reduced or the project is phased due to budgetary constraints the total duration will inherently be reduced, resulting in a reduction of Inspecting Days and cost for CEI services.*

SCOPE:

CHW will provide the following scope of services:

General

- CHW, as the acting CEI, will abide by the governing provisions for CEI scope of services and additional provisions incorporated as a result of contractual agreement(s).
- CHW, as the acting CEI, will abide by the provisions of the Contract for Professional Engineering Services, dated 02/3/2020, and as outlined in its Exhibit "A" outlining the Scope of Services for Construction Engineering Inspections.
- It shall be the responsibility of CHW to monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, consult with the EOR for changes to be administered in the field, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not affect time, cost, or design intent. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- CHW shall assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Services

shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions of the Construction Contract. CHW shall maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document noted deficiencies. Pursuant to the contract, CHW shall not be liable for failure of other parties to follow written direction from CHW as the project CEI. CHW will escalate non-compliance issues to the Taylor County Engineer in the event that the County's interests are at stake as a result of non-compliance by others as it relates to conformance with the Construction Contract and project plans and specifications.

Length of Service

- CHW's services for this Construction Contract shall commence upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. CHW's proposal is based on the assumption that the contract work will generally take place Monday – Friday, 7:30 AM to 5:30 PM. CHW will have a representative onsite whenever the contractor is performing work onsite. CHW reserves the right to revisit CEI fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.). Should the contractor overrun the allotted contract time resulting in liquidated damages to the contractor, thereby extending CEI service coverage and cost, CHW shall track all extended cost and submit an invoice to the County to be reimbursed via assessed liquidated damages from the contractor.

Items Furnished by CEI

- Office Automation – CHW will provide all supporting technology as required to fulfill the scope of CEI services for this project. This specifically includes Microsoft Office platforms for document preparation and correspondence, as well as Blue Beam Revu for formal report compilation with record photo arrays.
- File Repository – CHW will provide an FTP site for the project whereby project files may be stored and exchanged with the owner and engineering consultant.
- Vehicles – CHW CEI inspectors will be fully equipped with appropriate inspection and safety equipment as necessary to effectively carry out the requirements of this project. Vehicles shall have the CHW name and phone number visibly displayed on the vehicle.

Onsite Inspection

- CHW shall monitor the Contractor's onsite construction activities and inspect materials entering into the work in accordance with the plans, specifications, and

special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.

- CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work.
- CHW shall be responsible for monitoring the contractor's inspection and implementation of Contractor's Work Zone Traffic Control Plan; and review of modifications to the Work Zone Traffic Control Plan throughout construction phasing.

Sampling & Testing

- CHW will provide daily surveillance and oversight of the Contractor's Quality Control activities and determine the acceptability of all materials and completed work items on the basis of QC test results and/or Verification Test (VT) if deemed necessary; or other applicable quality assurance reviews.
- Plant Verification in accordance with Work Group 10.3 is included. Plant time is anticipated as 2-weeks (10-business days) for paving operations to include plant verification by a certified plant inspector (Asphalt Plant 1 & 2).

Specific Considerations & Inclusions

1. Pre-Construction Conference: Prepare for and conduct the project Pre-Construction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Construction Phase Meetings: Prepare the agenda, attend, and conduct as-needed meetings with County personnel, EOR, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate parties.
3. Pre-Pave Conference: Prepare the agenda, attend, and conduct a pre-pave meeting between the County, Contractor, and other stakeholders as appropriate prior to paving operations.
4. Project Administration: Provide project administration and coordinate with the County and EOR during construction. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted. Prepare for, cooperate with, and assist others that may be assigned to review project records, payment certifications, field reports, etc. Provide ample inspectors, VT laboratory personnel (if requested), and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify any need for overtime with prior approval. Manage and coordinate the activities of the VT laboratory under sub-contract to CHW if required. Prior to starting work, submit to County a final listing of personnel assigned to the project for review and approval.
5. Construction Inspection: Provide effective and qualified monitoring of all construction operations and QC being conducted by the contractor's personnel. All assigned

inspectors will be certified in the applicable FDOT CTQP, DEP, and MOT certification(s) listed below:

- Asphalt Paving Level 1 & 2 (full time during paving operations)
 - Asphalt Plant Level 1 & 2, Optional (full time plant operations)
 - QC Manager
 - Earthwork Construction Inspection Level 1 & 2 (full time)
 - SWPPP Certified (as needed)
 - Advanced MOT Certified
6. Supplemental Agreements/Construction Change, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to predefined project unit pricing. Coordinate acceptance of prices with the County. Submit Value Engineering Change Proposals to the County for analysis and distribution.
 7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting requirements of the County are appropriately satisfied. CHW will ensure that all reporting required for 100% reimbursement for the County is properly completed and submitted according to FDOT guidelines and County requirements.
 8. Quality Assurance and Testing for Acceptance: CHW will monitor and oversee the QC testing provided by the contractor's QC laboratory. Additionally, CHW will verify asphalt spread rates, cross slopes, and construction dimensions detailed in the plans to assure conformance to Plans and Specifications—the preceding are only examples and not all-inclusive. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to contract documents. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
 9. Progress Payments: CHW will review the contractor's Progress Payments to verify quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. Quantities for payment will be referenced to field records prior to submission to the County for payment recommendation or rejection. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and as approved by the County.
 10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the EOR, as coordinated with Taylor County.
 11. Distribution of Correspondence: Include the County on all correspondence (i.e. email, etc.) between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project.

12. Documentation of Existing Conditions: Provide a pre-construction site assessment report with supporting photos of the pre-construction conditions of the site. Record report and photos will be uploaded to the project FTP site.
13. Review Contractor's Schedule: Conduct a pre-construction review of the contractor's proposed CPM schedule and offer insights regarding feasibility (if warranted), prospective improvement, or concerns. Contractor's schedule shall be transmitted to CHW for review prior to Pre-Construction Conference.
14. Monitoring of Contractor's Schedule: Maintain a tracking log of calendar days, working days, verified and documented weather days, and documented and verified time extensions. Report to the County (copying the EOR) the status of contract time on a monthly basis, this includes advance notice of impending or anticipated overruns in contract time in order to notify the County as well as contractor to assist in the avoidance of delays to the project schedule.
15. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - Record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Directives given the contractor and relevant discussion
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life
16. Daily Reports: Electronic copies of our daily reports will be provided to the County during construction, on a weekly basis or as needed. A copy of the report template will be provided to the County for reference and input prior to the start of construction.
17. Monthly Status Reports: Provide monthly project status reports to the owner and EOR at the time of invoicing.
18. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections

when/if notified and resubmit the records and a final estimate for the project at the appropriate time, if required. Submit all final forms (FHWA-47, CC3, etc.) with the final records, if required. Coordinate consultant hours after the project completion with the County for approval.

19. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
20. Utility Relocation Coordination: Coordination of utility relocations are the responsibility of the Contractor.

SUMMARY OF PROJECT APPROACH:

As the project CEI, CHW will initiate project coordination by building a professional relationship with the project EOR. CHW will coordinate a meeting with the EOR to discuss proposed design and project approach in order to define priorities and facilitate consensus on construction phase collaboration required to ensure the success of the project as ultimately determined by Taylor County and the objectives set forth by each respective firm. CHW will maintain communication with the EOR in preparation for the Pre-Construction Conference to ensure expectations are clearly and jointly communicated to the Contractor by the EOR/CEI team. CHW will conduct its own pre-construction project assessment of the site for in-depth investigation into site specific challenges related to completion of the project scope, MOT, schedule, and potential unforeseen complications and advise the County of its findings.

We will conduct a comprehensive in-house project coordination meeting with the CEI team (Senior Project Engineer, Project Administrator, Contract Support Specialist, Inspectors, support, etc.) to review the contents of this proposal, the provisions of the active Continuing Services contract, project plans and specifications, and aspects of inspection focus requested from the EOR related to specific project challenges and critical elements of the work. CHW will provide a committed assignment of senior inspector to the project, with an alternate inspector for additional support if needed. All inspectors will maintain current certifications for applicable work to be inspected as outlined in the "Assigned Personnel" section of this proposal. Inspectors will be pre-initiated with performance expectations defined by 1) CHW standards, 2) client expectations, 3) EOR priorities, 4) plans and specifications, and 5) over-arching FDOT and other relevant governing specifications.

The CEI team will maintain open dialogue and coordination with Taylor County and the EOR. Our inspector(s) will maintain diligent reporting of construction operations, forwarding draft reports daily for advance notification of critical items if need be, and support staff will formalize and submit complete digital reports on a weekly basis. The Project Administrator will track all relevant progress, cost, and correspondence and serve as the primary facilitator of project related communication by all parties.

CEI Inspector(s) will provide primary oversight of construction operations as it relates to approvability and conformance with the project requirements. They will proactively

communicate daily with the contractor for planning of inspections for the contractor's work and notify project stakeholders of relevant milestones. CEI Inspector(s) will direct action by the contractor in the field when necessary to correct or remediate deficient or non-conforming work and, when necessary, shall utilize his/her authority to stop the work as required for administration of the Construction Contract. The CEI team shall advise other stakeholders when the work is Substantially Complete in order to facilitate scheduled reviews by all parties.

As the project progresses the CEI team will store project files and record documentation for streamlining of closeout documents at project completion. In the event that the EOR in its efforts to provide Construction Administration services, or the Contractor in its diligence to fulfill the provisions of the Construction Contract, should fail to act as required in the interests of the project CHW shall escalate such issues to Taylor County for support in soliciting such required action.

SUMMARY OF DELIVERABLES:

The following deliverables will be provided by the CEI team:

- Documentation of Existing Conditions
- Contractor's Schedule Review
- Daily CEI Reporting (Provided Weekly)
- Monthly Status Reporting
- Pay App Review & Certification
- Change Order Qualification
- Substantial Completion Inspection
- Punchlist Preparation
- Final Completion Inspection
- Permit Closeouts
- As-Built Review

ASSIGNED PERSONNEL:

- | | |
|---|--|
| • Project Engineer/Project Administrator: | Tony Caggiano, PE |
| • Contract Support Specialist: | Christie McLelland |
| • Senior Construction Inspector: | Raymond Bozman |
| • Construction Inspector: | Thomas Holmes |
| • Senior Construction Inspector: | Gary Westberg (For Asphalt Plant Work) |

ITEMIZED FEES:

Classification	Scope Description	Time (HR) x Rate	Fees
Project Administrator	Contract Administration/Project and Technical Oversight	315 hr x \$125.00/hr	\$39,375.00
CEI Inspector (Primary)	Daily Site Inspection	1737 hr x \$85.00/hr	\$147,645.00
CEI Plant Inspector	Plant Ops Inspection	90 hr x \$85.00/hr	\$7,650.00
CEI Admin	Document Control	116 hr x \$60.00/hr	\$6,960.00
		TOTAL =	\$201,630.00

The above cited scope of services will be provided for a **not-to-exceed** fee of **\$201,630.00** to be invoiced on a time and materials basis. The scope and cost included in this preliminary proposal may be revised or refined to better tailor them to the final acute scope of the project and/or budgetary constraints, and does not include costs for Survey Control or Verification Testing (VT); if requested or required, these services can be provided for additional cost(s) according CHW standard unit rates.

Preliminary Coordination/Inspector Oversight and Technical Review

CLOSING:

We hope that the proposed scope of services is satisfactory and meets with your approval. If you have any questions regarding this proposal or the proposed scope of services, please do not hesitate to contact me at either (864) 650-5115 or email at tonyc@chw-inc.com. We appreciate the opportunity to provide you with this proposal and look forward to serving Taylor County on this project.

Sincerely,
CHW, Inc.



Anthony (Tony) V. Caggiano, Jr., PE
Director of Engineering, Construction Services

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: CEI CHW-02

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

PROJECT: North & East Ellison Road Widening/Resurfacing Project

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

CONSULTANT: CHW, Inc (Causseaux, Hewett & Walpole, Inc.)
11801 Research Drive
Alachua, FL 32615
352-331-1976

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

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

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Two Hundred and Seventy (270) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

- ☐ Fixed Fee basis
- ☒ Time basis method with a Not-to-Exceed amount
- ☐ Time basis method with a Limitation of Funds amount

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

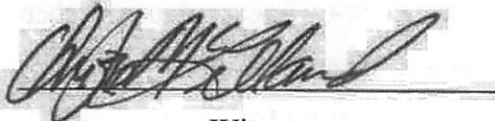
(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Two Hundred and One Thousand Six Hundred Thirty Dollars and No Cents DOLLARS (\$ 201,630.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

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

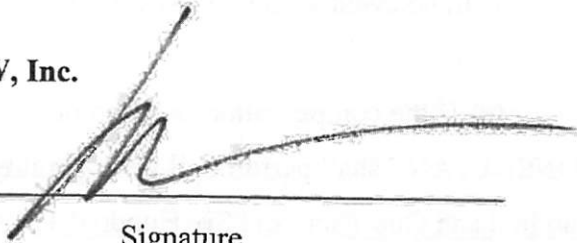
The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of 10/13 2020 for the purposes stated herein.


Witness

CHW, Inc.

By: 
Signature

Robert Walpole
Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: _____
Signature

Print Name

Title: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RENEW THE INTERLOCAL AGREEMENT FOR SHERIFF'S INMATE WORK SQUAD.

MEETING DATE REQUESTED:

OCTOBER 20, 2020

Statement of Issue: TO PROVIDE A DEDICATED INMATE WORK SQUAD FOR TAYLOR COUNTY.

Recommended Action: APPROVE

Fiscal Impact: \$65,000

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SHERIFF PADGETT HAS PROVIDED AN ADDITIONAL INMATE WORK SQUAD THAT IS DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS AT A COST OF \$65,000 PER YEAR. THESE FUNDS HAVE BEEN BUDGETED THIS FISCAL YEAR TO ALLOW FOR THIS AGREEMENT. THE FUNDING FOR THIS WORK SQUAD WILL BE 50% FROM THE GENERAL FUND AND 50% EXPENSED TO SECONDARY ROAD PAVING, DISTRICTS 1-5.

THE TERMS OF THE INTERLOCAL AGREEMENT INCLUDE A THREE YEAR RENEWAL AT THE END OF A SIX MONTH PERIOD, WHICH WAS SEPTEMBER 30, 2020. THE SHERIFF'S OFFICE IS IN CONCURRENCE FOR THE AGREEMENT TO RENEW UNDER THE PRESENT TERMS.

Options: APPROVE/NOT APPROVE

Attachments: EXECUTED INTERLOCAL AGREEMENT

**CONTRACT BETWEEN
TAYLOR COUNTY SHERIFF'S OFFICE
AND
TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS**

This Contract is between the Taylor County Sheriff's Office ("Sheriff's Office") and Taylor County, Board of County Commissioners ("County") which are the parties hereto.

WITNESSETH

WHEREAS, Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Sheriff's Office staff;

WHEREAS, Taylor County, Board of County Commissioners is a qualified and willing participant with the Sheriff's Office to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on March 1, 2020, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on September 30, 2020

B. Contract Renewal

This Contract may be renewed, annually for 3 years after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the County's initiative with the concurrence of the Sheriff's Office. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Sheriff's Office

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Sheriff's Office. The Sheriff's Office shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to four (4) inmates.
- b. The Sheriff's Office shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the jail to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Sheriff's Office shall make every effort to fill the position(s) within 45 working days.
- c. For security and other reasons, the Sheriff's Office shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard

hats, etc.) furnished by the County. (The Sheriff's Office shall maintain an inventory of all property, expendable and non-expendable, provided by the County, which is in the care, custody, and control of the Sheriff's Office.) A hand receipt shall be signed by the Sheriff's Office Work Squad Supervisor upon the issuance and return of non-expendable items.

- d. In the event of damage to property as a result of an accident charged to a Sheriff's Office employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the County may request that the Sheriff's Office replace or repair to previous condition the damaged or lost property.
- e. The Sheriff's Office shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- f. The Sheriff's Office shall provide food and drinks for inmates' lunches.
- g. The Sheriff's Office shall be responsible for the apprehension of an escapee and handling of problem inmates. The Sheriff's Office shall provide transportation from the work site to the correctional facility for inmates who refuse to work, becomes unable to work, or cause a disruption in the work schedule.
- h. The Sheriff's Office shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- i. The Sheriff's Office shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- j. The Sheriff's Office shall provide inmates with all personal items of clothing appropriate for the season of the year.
- k. The Sheriff's Office shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

1. Both parties agree that the Sheriff's Office is making no representations as to the level of skills of the work squad.

2. Responsibilities of the County

- a. The County shall periodically provide the Sheriff's Office Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Sheriff's Office.
- b. If required, the County shall obtain licenses or permits for the work to be performed. The County shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The County shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental County, or non-profit organization and that private contractors employed by the County do not use inmates as any part of their labor force.
- d. The County shall retain ownership of any vehicles or equipment provided by the County for the work squad. The County shall maintain its own inventory of transportation, tools and equipment belonging to the County.

3. Communications Equipment

All radio communication equipment owned or purchased by the County that is programmed to the Sheriff's Office radio frequency and used by the work squad(s), whether purchased by the Sheriff's Office or the County, shall be IMMEDIATELY deprogrammed by the Sheriff's Office at no cost to the County upon the end of termination of this Contract. Under no circumstances shall the County accept the return of radio communications equipment provided to the Sheriff's Office under this Contract until such time as the radio communications equipment has been deprogrammed by the Sheriff's Office.

a. Vehicle Mounted Radios:

Vehicles provided by the County that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Sheriff's Office radio frequency(ies) will be retained by the Sheriff's Office of ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the County that are or that will be programmed to the Sheriff's Office radio frequency(ies) will be retained by the Sheriff's Office to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the County that is programmed to a Sheriff's Office radio frequency utilized by the County during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phone:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular hone is required on Addendum A. The cellular phone will be retained by the Sheriff's Office and upon the end or termination of this Contract, returned to the County. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

III. COMPENSATION

A. Payment to the Sheriff's Office

1. The annual payment from the County shall be \$65,000 per year. To start with the Contract shall begin on March 1, 2020 to September, which would be 7 months for a total

up front payment of \$37,912 payable from the County to the Sheriff's Office. In subsequent years, the payment would be included in the Sheriff's budget and included in the monthly budget allocation.

2. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Sheriff's Office for services not provided.
3. The County shall insure any vehicles owned by the County used under this Contract.
4. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Sheriff's Office official payee to whom payment shall be made is as follows:

Taylor County Sheriff's Office
108 North Jefferson Street, Suite 103
Perry, Florida 32347
ATTN: Linda Bryant, Finance Director

C. Submission of Invoice(s)

The name, address and phone number of the County's official representative to whom invoices shall be submitted to is as follows:

Lawanda Pemberton, County Administrator
Taylor County, Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Telephone: (850) 838-3500
Fax: (850) 838-3501
E-Mail: lpemberton@taylorcountygov.com

IV. CONTRACT MANAGEMENT

The Sheriff's Office will be responsible for the project management of this Contract. The Sheriff's Office has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Sheriff's Office Contract Manager

The Sheriff's Office shall be represented by:

Capt. Mark Stephens
Taylor County Jail
589 Hwy. 27 East
Perry, Florida 32348
(850) 584-4333

B. Sheriff's Office Contract Administrator

The Contract Administrator for the Sheriff's Office is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Sheriff's Office.

The address and telephone number of the Sheriff's Office Contract Administrator for this Contract is:

Chief Marty Tompkins
Taylor County Sheriff's Office
108 North Jefferson Street
Perry, Florida 32347
(850) 584-4225

C. County's Representative

The name, address and telephone number of the representative of the County is:

LaWanda Pemberton, County Administrator
Taylor County, Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Telephone: (850) 838-3500

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Sheriff's Office will be paid for all costs incurred and hours worked up to the time of termination. The Sheriff's Office shall reimburse the County any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The County agrees to allow the Sheriff's Office and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the County in conjunction with this Agreement. The County's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lighting strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

D. Severability

The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the County as a result of any discussions with any Sheriff's Office employee. Only those communications which are in writing from the Sheriff's Office administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Sheriff's Office. Only communications from the County that are signed and in writing will be recognized by the Sheriff's Office as duly authorized expressions on behalf of the County.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The County shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Sheriff's Office Contract Manager.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action herein or in connection herewith shall be brought in Taylor County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

COUNTY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS

BY: Don Feagb
Chairperson

Date: 03/02/2020

SHERIFF'S OFFICE: TAYLOR COUNTY SHERIFF'S
OFFICE

BY: Wayne Redgett

Date: 03-06-2020

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

February 21, 2020

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

Re: Work Squad Contract

Dear LaWanda:

Pursuant to your request, please find another Contract between the Taylor County Sheriff's Office and the Taylor County Board of County Commissioners.

Please review it and get back with me.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy

11-A.

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

**THE BOARD TO CONSIDER APPROVAL OF AMENDMENT
TO THE TAYLOR COUNTY CARES ACT FUNDING
AGREEMENT**

MEETING DATE REQUESTED:**OCTOBER 20, 2020**

**Statement of Issue: TO RECEIVE ADDITIONAL ALLOTMENT OF CARES ACT
FUNDING**

Recommended Action: APPROVE

Fiscal Impact: ADDITIONAL 75% OF TAYLOR COUNTY ALLOCATION

Budgeted Expense: NO

**Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: TAYLOR COUNTY ENTERED INTO AN AGREEMENT WITH
THE FLORIDA DEPARTMENT OF EMERGENCY
MANAGEMENT IN JULY TO RECEIVE THE INITIAL 25%
ALLOCATION OF THE CARES ACT FUNDS FOR TAYLOR
COUNTY. THE DEPARTMENT OF EMERGENCY
MANAGEMENT REQUIRES APPROVAL OF THE ATTACHED
AMENDMENT, DOCUMENTATION OF THE PHASE 1
(INITIAL ALLOCATION) EXPENDITURES AND AN
APPROVED SPENDING PLAN FOR PHASE 2 BEFORE
TAYLOR COUNTY CAN RECEIVE THE PHASE 2 25%
ALLOCATION.**

Options: APPROVE/NOT APPROVE

**Attachments: CARES ACT FUNDING AGREEMENT
AMENDMENT**

Cares Act Funding Agreement Amendment 1

CARES ACT FUNDING
AGREEMENT
Amendment No. 1

This Amendment to Agreement No. (the "Agreement") is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division," "FDEM," or "Recipient"), and Taylor County, (hereinafter referred to as the "County" or "Recipient").

This Amendment is hereby incorporated into the Agreement. All terms and conditions of the Agreement remain in full force and effect except as otherwise expressly set forth herein. The effective date of this Amendment is September 22, 2020.

THEREFORE, the Parties agree to amend the Agreement language as set forth:

(18) PAYMENTS

The State of Florida, through the Division, will make disbursements, whether as a reimbursement or Advance from each County government's allocation as identified by the attached allotment schedule. Funding for Taylor County shall not exceed **\$3,763,624.00**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates noted below.

SUB-RECIPIENT: _____
Taylor County

By: _____

Name and title: _____

Date: _____

FID# _____
596000879

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title

Date _____

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Taylor County, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) **LAWS, RULES, REGULATIONS, AND POLICIES**

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) **CONTACT**

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) **TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) **EXECUTION**

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) **MODIFICATION**

This agreement may not be modified.

(6) **PERIOD OF AGREEMENT**

This Agreement shall be effective on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) **FUNDING**

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, 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 Subrecipient 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 Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10)AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division 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.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice 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 paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division 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 Subrecipient with thirty (30) calendar days prior written notice.

- c. 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 this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Taylor County is in the amount of \$940,906.00.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

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

- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

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

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By:

Name and title:

Date:

FID#

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title

Date:

EXHIBIT 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Taylor County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____
Name and title: _____
Date: _____

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Taylor County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Taylor County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____
Name and title: _____
Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title _____
Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Taylor County RESTORE Act Program Update for Planning and Design – Coastal Dredging Projects for Keaton Beach and Steinhatchee Boat Ramp Project

MEETING DATE REQUESTED:

Tuesday, October 20, 2020

Statement of Issue: Quarterly Status Report

Recommended Action: Informational

Fiscal Impact: None

Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator Langton Associates, Inc.
Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County's first RESTORE Act Direct Component Grant Program Application for Planning and Design – Coastal Dredging of Keaton Beach and Steinhatchee Boat Ramp projects was approved and awarded by the U.S. Department of Treasury on June 18, 2020. The Award Agreement was officially accepted by Taylor County on July 8, 2020.

Options: N/A

Attachments: Quarterly Status Report – 7/1/2020 – 9/30/2020

Taylor County RESTORE Act Program
P & D – Keaton Beach Canal and Steinhatchee Boat Ramp Coastal Dredging
Quarterly Status Report

Performance Period: Post Award July 1, 2020 – September 30, 2020	
Award Agreement	<ul style="list-style-type: none"> • Taylor County officially accepted the Award Agreement on July 8, 2020. • There were 5 Special Award Conditions (SACs) placed on the Award Agreement relating to the procurement of the RESTORE Act Consultant and internal Policies and Procedures. • SACs #2, 3, and 5 cleared by Treasury on 9/4. • SAC #4 required revisions to the internal Purchasing Policy and was re-submitted to Treasury on 9/29. • SAC #1 is still under review by Treasury as of 9/22.
Procurement	<ul style="list-style-type: none"> • The Statement of Qualifications (SOQ) process for the procurement of the Planning and Design contractor was approved by the BOCC 9/8. • The SOQ process opened on 9/17 and closes on 10/30.
Drawdowns	<ul style="list-style-type: none"> • No drawdowns completed to date.
Tasks anticipated for completion in the next quarter (10/1/20-12/31/20)	<ul style="list-style-type: none"> • Selection of P & D Contractor for the Coastal Dredging • Completion of first Performance and Financial Progress Reports in Grantsolutions.gov (10/30)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**FY 2020 Quarter 4 Status Report to Taylor County BOCC by
Langton Associates, Inc. on Construction Engineering and
Inspection Services provided for the Taylor County FRA
Competitiveness & Employment By Rail (CEBYR) Project**

MEETING DATE REQUESTED:

Tuesday, October 20, 2020

Statement of Issue: Quarterly Status Report

Recommended Action: Informational

Fiscal Impact: None

Budgeted Expense: None

**Submitted By: Heather Pullen, Grant Administrator, Langton Associates, Inc.
Contact: LaWanda Pemberton, County Administrator**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

This quarterly report includes an update on required grant administration, construction engineering & inspection and construction tasks and activities completed during fourth quarter of FY 2020 (July 1, 2020 – September 30, 2020). Heather Pullen from Langton Associates, Inc. will provide a verbal report of the latest construction tasks and activities that have completed for this project.

Options: N/A

Attachments: Quarterly Report – Taylor County CEBYR Project – 7/1/2020-9/30/2020

**Taylor County FRA CEBYR Project Construction Engineering & Inspection Services and
Grant Administration
Quarterly Status Report**

Performance Period: July 1, 2020 – September 30, 2020	
Construction Engineering & Inspection Services	<ul style="list-style-type: none"> Reviewed Holland Report and Amendment for Bridge Repairs prior to submission to FRA staff
Grant Administration	<ul style="list-style-type: none"> Developed and submitted the Quarterly Performance and Financial Progress Reports for FRA approval (7/30) Developed and submitted two payment reimbursements totaling \$1,146,916.65 (7/8 and 9/4) Assisted GFRR with the development of the Amendment for the additional proposed Bridge Repairs
Construction Update	<ul style="list-style-type: none"> Vegetation is 98% complete (Site-Preparation) Tie Replacement is 100% on the mail line is complete Cross Tie Replacement is 100% complete Ballast and Roadbed work is 90% complete Bridge Repairs are 95% complete Rail work is 100% complete Overall construction is 93% complete as of September 30, 2020 Three additional Bridge Structures being added to overall construction in October 2020 New overall project construction completion date is anticipated December 31, 2020

14-A



Steinhatchee River

Chamber of Commerce

PO Box 1008

Steinhatchee, FL 32359

www.SteinhatcheeChamber.com

September 2020

TO: Taylor County Board of County Commissioners

I am writing in regards to the new Ordinance #2020-02 adopted at your August 3rd meeting regulating concerts. I normally read the meeting Agendas when emailed, but somehow I missed that one. It was an extremely busy and profitable scallop season this year. I don't think I read a newspaper all summer long either. But if I was aware of this being on the agenda, I and several other Steinhatchee residents would have called in to that meeting.

After reading the ordinance I came to the conclusion that it was written to prevent the pop-up parties that seem to be everywhere lately since the bars and clubs were shut down due to the Covid-19. But it doesn't say that it applies just to private parties.

I'm saying that to say this: Folks think that was passed without much thought or consideration of the effect it would have on local groups and organizations such as the Chambers and other non-profit groups that hold festivals and other events that bring tourists and their pocketbooks to both Perry and Steinhatchee.

Here are some of the major issues that would prevent us from having another Fiddler Crab Festival:

- Your permit limits the number of attendees to 1,000
- Hours of operation are limited to 7am to 7pm
- Alcohol is prohibited
- Number of security guards or off duty police or deputies required

Our best guess at attendance last year was in the area of 10,000 over the entire festival. There aren't enough deputies in the whole county to fill the number of slots required by this ordinance.

I think this was done hastily and without full consideration to what it would cost the citizens of Taylor and Dixie Counties. Not only would the Steinhatchee community lose the revenue it has come to depend on to see them through to the next scallop season opening, but the amount of sales and bed taxes the county would lose will hurt everyone in the county.

There may be a few local residents that grumble about the extra traffic or a few parking issues but we have never had an issue at the festival that would have caused such strict regulations. We provided parking thru Steinhatchee School last year which gave them a revenue source of about \$2,000 for school programs. We have always coordinated security through TCSO and they provide the number of deputies that have proven be effective during certain hours of the day. We have not had any issues due to alcohol sales which were a big source of revenue for us and the county. We have been very diligent in providing enough potties and have vendors with cold drinks and water throughout the festival area. EMTs have always been present.

Months of planning go into organizing and providing for all the critical needs to make the festival both profitable and enjoyable. But I can say with certainty, that there is no one willing to put in the time and effort it takes to put on a festival to limit attendees to just 1000. There is no profit in that for the businesses, Chamber or county. I believe the situation could be rectified by a simple amendment to the ordinance. Simply stating that this applies to private parties or businesses and not to community organizations such as the Chamber or other non-profit groups should solve the problem. I respectfully seek your consideration in finding a solution to this matter as we are anxious to begin planning Fiddler Crab Festival 2021.

Best regards,

Pam Wessels
SRCC President

ARTICLE III. - CONCERTS

Sec. 10-125. - Definitions.

Automobile parking space, when required by this chapter, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.

Event means any concert, where participants are paid or admission is charged that is an event, and/or where 50 people are present.

(Ord. No. 2020-02, § 1, 8-3-2020)

Sec. 10-126. - License issued only by the board of county commissioners.

For the unincorporated areas of Taylor County, Florida. Except as otherwise provided in this title, a license required by this article shall not be issued except upon the order of the board of county commissioners after the board has approved a concert permit for the event as specified in this article.

(Ord. No. 2020-02, § 2, 8-3-2020)

Sec. 10-127. - License—Required.

Every person conducting, managing or carrying on an event shall first procure a permit and pay a permit and license fee in the amount set forth in section 10-129 of this article.

(Ord. No. 2020-02, § 3, 8-3-2020)

Sec. 10-128. - License—Time for filing application.

An application for a license for an event shall be filed not less than 60 days prior to the beginning of such event, or not less than five days after the effective date of the ordinance codified in this article, whichever is later.

(Ord. No. 2020-02, § 4, 8-3-2020)

Sec. 10-129. - License—Application—Contents required.

An application for a concert event shall include:

- (1) The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a P.O. box may not be given) along with a current picture identification of the applicant which will be photocopied;
- (2) The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event;
- (3) The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event;
 - a. All portions of the event (activity), including parking, shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license.
- (4) The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant;
- (5) An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.
- (6) A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty Taylor County Deputy Sheriffs through the sheriff's office. If private security is being used, a sworn statement from the private security operator is required. Such sworn statement shall set forth the name and address of the private security operator and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty deputy sheriff's are being used, then a statement from the sheriff's office is needed which states that the sheriff has approved this off-duty work.
- (7) A statement as to what medical/ambulance services will be provided.
- (8) Such other information pertinent to the outdoor event as the board of county commissioners or any other county officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.

(9) A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county administrator, county engineer, county forester or county fire chief, state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

(10) A license fee of \$250.00.

(Ord. No. 2020-02, § 5, 8-3-2020)

Sec. 10-130. - Application—Accompanying documents.

At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

- (1) Four copies of a map drawn to scale of at least one inch to 400 feet, showing:
 - a. The location of the property concerned;
 - b. The location of all highways, roads, lots and parcels of land within 660 feet of the exterior boundaries of the proposed use;
 - c. The location of the parking area and all other areas to be used for other uses incidental to the event;
 - d. All interior access ways;
 - e. Access to the property;
 - f. The location of all toilet, medical, drinking and other facilities.
- (2) A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within 660 feet of the exterior boundaries of the proposed use;
- (3) A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;
- (4) An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held;

- (5) A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and hold harmless Taylor County and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.

(Ord. No. 2020-02, § 6, 8-3-2020)

Sec. 10-131. - License—Public hearing required.

Upon receipt of an application for a license to conduct an event, the board of county commissioners shall determine whether or not more than 1,000 persons will attend the event. In making such determination, the board may consider but is not bound by the number stated in the application. If the board finds that not more than 1,000 persons will attend the event and also makes the findings required in section 10-133, then the board may, without holding a public hearing, grant the license. Such license shall not permit more the 1,000 to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.

(Ord. No. 2020-02, § 7, 8-3-2020)

Sec. 10-132. - Notice of public hearing.

The Clerk of the Court of Taylor County shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by section 10-131, and not less than five days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within 660 fee of the exterior boundaries of the proposed use.

(Ord. No. 2020-02, § 8, 8-3-2020)

Sec. 10-133. - License—Grant or denial conditions.

A license required by this article shall be granted or denied by the board of county commissioners. A license shall not be granted unless the board of county commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect,

endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The board of county commissioners may find that a location is unsuitable even if in the proper zone.

(Ord. No. 2020-02, § 9, 8-3-2020)

Sec. 10-134. - License—Number of participants stated.

A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the board of county commissioners may be guided by, but is not bound by the estimate stated in the application for a license.

(Ord. No. 2020-02, § 10, 8-3-2020)

Sec. 10-135. - License—Dates and hours stated.

A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the board, the hours will be limited to between 7:00 a.m. and 7:00 p.m.

(Ord. No. 2020-02, § 11, 8-3-2020)

Sec. 10-136. - Attachment of conditions.

(a) In granting a license, the board of county commissioners may attach such conditions as it finds necessary to accomplish the purpose of this article, including, but not limited to:

- (1) Provisions for cleaning up the premises after the termination of the outdoor event;
- (2) Advertising permitted, including advertising by radio, television, social media, internet or loudspeaker;
- (3) Assuring that the number attending does not exceed the number permitted by the license;
- (4) Such other conditions as the board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.

(b) Such conditions shall appear on the license.

(Ord. No. 2020-02, § 12, 8-3-2020)

Sec. 10-137. - Modification, suspension or revocation.

After a hearing, the board of county commissioners may revoke, suspend or modify a license for an event for any just reason, including, but not limited to, any noncompliance with any ordinance, state law, or county or state rule.

(Ord. No. 2020-02, § 13, 8-3-2020)

Sec. 10-138. - Premature applications.

If an application is filed prior to the effective date of the ordinance codified in this article to conduct an event, it shall be valid and treated as if it were filed after the effective date of the ordinance if in all respects it complies with the provisions of the article.

(Ord. No. 2020-02, § 14, 8-3-2020)

Sec. 10-139. - Dates and hours.

The licensee shall operate the event only on those days and during the hours specified on the license.

(Ord. No. 2020-02, § 15, 8-3-2020)

Sec. 10-140. - Admission and number of participants.

The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

(Ord. No. 2020-02, § 16, 8-3-2020)

Sec. 10-141. - Advertising.

A person shall not advertise or announce by any means or medium, including, but not limited to, pamphlets, handbills, newspapers, radio, television, internet and social media, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any such advertising or announcement, or any other advertising of the event, which has not first been approved by the board of county commissioners.

(Ord. No. 2020-02, § 17, 8-3-2020)

Sec. 10-142. - Access ways.

The licensee shall provide all exterior and interior access ways that the sheriff, the fire chief and the county engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.

(Ord. No. 2020-02, § 18, 8-3-2020)

Sec. 10-143. - Parking.

Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth of the number of persons which the license permits to attend the said event unless the county engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between one hour before the beginning of the outdoor event and one hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

(Ord. No. 2020-02, § 19, 8-3-2020)

Sec. 10-144. - Communication system.

The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the sheriff, the county forester and the fire chief find adequate for fire and police protection.

(Ord. No. 2020-02, § 20, 8-3-2020)

Sec. 10-145. - Fire protection.

The licensee shall provide all fire protection and fire safety measures as the county forester and the county fire chief find necessary to protect those attending the event.

(Ord. No. 2020-02, § 21, 8-3-2020)

Sec. 10-146. - Security guards.

The licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty Taylor County Deputy Sheriff hired through the sheriff's office for each 200 persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this article. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

(Ord. No. 2020-02, § 22, 8-3-2020)

Sec. 10-147. - Drinking water.

- (a) The licensee shall provide drinking water that is safe and meets the requirements of Florida Statutes, Florida Accessibility Code and Florida Administrative Code, and meets the following standards:
 - (1) One water supply for 50 through 100 persons;
 - (2) Two water supply for more than 100 but less than 500 persons;
 - (3) One additional water supply for each additional 500 persons or fraction thereof.
- (b) If the county health officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

(Ord. No. 2020-02, § 23, 8-3-2020)

Sec. 10-148. - Sanitary facilities.

- (a) Sanitary facilities shall be provided as required by the Taylor County Health Officer.
- (b) The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pickup of all waste generated.

(Ord. No. 2020-02, § 24, 8-3-2020)

Sec. 10-149. - Alcohol or drugs.

A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

(Ord. No. 2020-02, § 25, 8-3-2020)

Secs. 10-150—10-174. - Reserved.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Florida Firefighter Assistance Grant Award

Meeting Date:

10/20/2020

Statement of Issue: Taylor County has been awarded the 2020/2021 Phase 1 F.F.A.G. to purchase five new self-contained breathing apparatus with five spare bottles.

Recommendation: Board approval to accept the grant award and sign the grant agreement with the Department of Financial Services.

Fiscal Impact: \$ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant acceptance must be confirmed by November 5th.

The grant is 100% funded with no match required. This will be the third award under this grant that Taylor County has received and is part of a plan to replace aging SCBA without the use of capital funds.

The grant award is a cost saving of \$40,197.95 for the county

Options: 1. _____
2. _____

Attachments: 1. Grant Award Letter
2. Grant Agreement



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL
STATE OF FLORIDA

October 7, 2020

RETURN RECEIPT MAIL

Taylor County Fire Rescue
Attn: Dan Cassel, Fire Chief
501 Industrial Park Dr
Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2020/21 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$40,197.95. Please be advised that the approved project amount has been adjusted to include a spare cylinder for each SCBA purchased. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to firefightergrant@myfloridacfo.com. Additionally, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to firefightergrant@myfloridacfo.com. Due to COVID-19, mailed copies of the entire original contract document is not required at this time.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Michael Tucker, Chief

Att: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374
EMAIL • CHARLES.FRANK@MYFLORIDACFO.COM
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

WHEREAS, the Florida Legislature has appropriated funds for the 2020-2021 fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

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

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

1. Performance Requirements:

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

2. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall comply with applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

4.1. Funding: This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.

4.3. Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes: The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from the paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. Expenditures:

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditure.s.pdf>.

6. Governing Laws of the State:

- 6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062, and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.4. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

- 7.1. 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.
- 7.2. Convicted or Discriminatory Vendors:** The Grantee shall disclose to the Department if the Grantee is on the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appear on the discriminatory vendor list. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory

vendor list may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under chapter 287, F.S.

7.3. Employment Eligibility Verification:

7.3.1. The Grantee is responsible for payment of costs for, and retention of records relating to, employment eligibility verification. These records are exempt from chapter 119, F.S. Verification requires the following:

- a) In cooperation with the Governor's Executive Order 11-116, the Grantee must participate in the federal E-Verify Program for Employment Eligibility Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to perform work under this Agreement during the term of this Agreement. The Grantee agrees to provide to the Department, within thirty (30) calendar days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: <http://www.e-verify.gov/>; and,
- b) The Grantee further agrees that it will require each subgrantee and each contractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subgrantee or contractor hires new employees during the term of this Agreement. The Grantee shall include this provision in any subcontract and obtain from the subgrantee(s) or contractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.

7.3.2. Compliance with the terms of this Employment Eligibility Verification provision is an express condition of this Agreement and the Department may treat a failure to comply as a material breach of this Agreement.

7.4. Public Records: Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

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

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advances. Advances are not authorized under this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, , or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. 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.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee 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 3, Audit Requirements for Awards of State and Federal 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.

12.5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs

shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

13. Duty of Continuing Disclosure of Legal Proceedings: N/A

14. Assignments, Subgrants, and Contracts:

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department shall be null and void. If the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract 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.

- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

- 15. MyFloridaMarketPlace:** Disbursements of State financial assistance to a grantee are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.

16. Nonexpendable Property:

- 16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
- 16.2.** The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3.** PPE and SCBA property shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5.** The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6.** PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7.** The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arises, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law.

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are list in the SOW.
- 20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

- 23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or

to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance with regard to (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar 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/Vendos/>.
- Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 25. Entire Agreement:** This Agreement, including all attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflict shall be resolved in accordance with the order of precedence as stated in the SOW.
- 26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

- 27.1. 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. If funds become 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 shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-

1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

- 27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 28. Dispute Resolution:** Unless otherwise stated in the SOW, disputes concerning the performance under the Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of the Agreement.
- 29. Indemnification:**
- 29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result) or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 34. Contact Information for Grantee and Department Contacts:**

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482

Telephone number: (352) 369-2800
Firefightergrant@myfloridacfo.com

Grantee's Payee:

Name:
Address:
Phone:
Fax:
Email:

Grantee's Contract Manager:

Name:
Address:
Phone:
Fax:
Email:

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Taylor County Board of County Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Department of Financial Services:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed \$40,197.95 for the grant period during the 2020-2021 State fiscal year.

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

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section A.4., Deliverables, of this Agreement.

Attachment 2, Statement of Work

A. SCOPE OF WORK

Project Description: The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

Grantees shall only use funds to:

- (i) Conduct the practical skill training for the Division-provided on-line training contained in the volunteer firefighter curriculum defined in paragraph 69A-37.055(2)(a), F.A.C.
- (ii) Purchase firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements such as garments, helmets, gloves, and footwear, that complies with NFPA® No. 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition).
- (iii) Purchase self-contained breathing apparatus equipment that complies with NFPA® No. 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition).
- (iv) Purchase fire engine pumper apparatus equipment. Funds may be used to purchase equipment or subsidize a federal grant from the Federal Emergency Management Agency (FEMA) to purchase the equipment. Such equipment may be new or refurbished and must comply with the standards in Chapter 5 of NFPA® 1901 (2016 Edition).

1. Definitions:

The following definitions apply to the Agreement and its attachments:

- a. **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b. **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c. **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d. **“NFPA”** means the National Fire Protection Association.

- e. **“Personal protective equipment”** (PPE) means the firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements that complies with NFPA® 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition). For purposes of the Firefighter Assistance Grant Program, one set of PPE includes the following:
 - 1. One coat;
 - 2. One pair of pants;
 - 3. One helmet;
 - 4. One pair of gloves;
 - 5. One protective hood;
 - 6. One faceshield or goggles;
 - 7. One pair of footwear; and
 - 8. One pair of suspenders.
- f. **“Self-contained breathing apparatus”** (SCBA) means the breathing apparatus that complies with the NFPA® 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2019 Edition). SCBA issued under this grant program shall have automatic-on or integrated personal alert safety system (PASS) devices. For purposes of the Firefighter Assistance Grant Program, one SCBA set includes the following:
 - 1. One high pressure tank;
 - 2. One pressure regulator;
 - 3. One face mask;
 - 4. One personal alarm device; and
 - 5. One SCBA harness.
- g. **“Pumper fire apparatus”** means a vehicle designed to be used by a fire service provider under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. This definition does not include aerial devices. For purposes of the Firefighter Assistance Grant Program, this apparatus shall fully comply with Chapter 5 of the NFPA® 1901, Standard for Automotive Fire Apparatus (2016 Edition).

2. The Grantee's Responsibilities:

- a. The Grantee shall perform the following tasks:
 - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of PPE, SCBA, or pumper fire apparatus to be purchased under this Agreement. This itemized list must include an expected cost per item.
 - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. All training must be completed by the ending date of this Agreement. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training.
 - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of PPE, SCBA, or pumper fire apparatus identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
 - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.
 - 5) Within thirty (30) calendar days after submission of final invoices, the grantee shall return any unspent funds to the Department.

- b. Performance Requirements for Deliverables:
 - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
 - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
 - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
 - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

3. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and possession of, PPE, SCBA, pumper fire apparatus, and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

4. Deliverables:

The Grantee shall perform the following tasks as specified:

Deliverable 1 - Authorized Training		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1, Specific Grant Awards.	Submit to the Department copies of canceled checks or any other proof of payment for the pre-approved instructor cost no later than thirty (30) calendar days after submission of final invoices.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Deliverable 1 payment amount not to exceed: N/A		

Deliverable 2 – Authorized Equipment Purchases		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1, Specific Grant Awards	<p>Submit to the Department a copy of vendor quotes showing itemized list of equipment to be purchased, cost, and estimated delivery date within thirty (30) calendar days from acceptance date of this Agreement.</p> <p>Submit to Department copies of shipping/packaging documents clearly demonstrating the equipment has been received within thirty (30) calendar days of receiving such equipment.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Deliverable 2 payment amount not to exceed: \$40,197.95		
TOTAL PAYMENT AMOUNT NOT TO EXCEED: \$40,197.95		

Expenditure and Reconciliation Report:

The Grantee's Contract Manager shall reconcile and verify all funds received against all funds expended during the Agreement period. See Section B.3. below for further detail regarding the reporting of expenditures.

B. SPECIAL PROVISIONS

1. Agreement Duration:

The term of the Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded.

2. Demonstration of Performance:

The Grantee must demonstrate the provision of deliverables under the Agreement as part of its presentation of Deliverables for acceptance. Tangible deliverables shall be presented to the Department's Contract Manager for acceptance. If a Deliverable is intangible, the Grantee shall provide written correspondence as evidence of the provision of the Deliverables as described in

Section A.4. The Department may independently verify the provision of Deliverables beyond the methods described in this Section.

a. **Acceptance of Deliverables.**

In the event that the Department rejects a Deliverable, all costs associated with correction of that Deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the Deliverable shall be considered to occur when the Deliverable has been approved by the Department.

b. **Completion Criteria and Date.**

The Agreement will be considered complete upon acceptance by the Department of all of the Deliverables required under the Agreement. The final date for completion of the Agreement shall not exceed the Agreement duration, including any executed renewals or extensions.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The Agreement is a cost-reimbursement agreement. The payment obligation of the Department shall not exceed the amount stated in Attachment 1, Specific Grant Awards. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the Grantee's entitlement to retain funds paid by the Department is dependent upon the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

Grantee shall provide an invoice(s) for all tasks performed in accordance with the Agreement. The documents, as identified in Section A.4., and any other documentation necessary to support payment requests, shall be submitted with the itemized invoices.

The Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

In the event of early termination, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section A.4., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in particular, as specified above in Section A.4., Deliverables, will result in assessment by the Department of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

- 7. Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- Stop work under the Agreement on the date and to the extent specified in the notice.
 - Complete performance of such part of the work as shall not have been terminated by the Department.
 - Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
 - Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 8. 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.
- 9. Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
- 10. Limitation of Liability:**
- For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
 - Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.
- 11. Records Retention:**
The Grantee shall retain records demonstrating its compliance with the terms of the Agreement for the longer of five (5) years after the expiration of the Agreement 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/>), whichever is longer. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. 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

the 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" (2014).

See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

12. Attachments and Exhibits:

Attached to and made part of the Agreement are the following Attachments and Exhibits, each of which is incorporated into, and is an integral part of, the Agreement. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

- i. Attachment 1, Specific Grant Awards;
- ii. Attachment 2, Statement of Work;
- iii. Pages 1 through 12 of this Agreement;
- iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
- v. Addendum A, Public Records Requirements.

- End of Attachment 2, Statement of Work -

ATTACHMENT 3



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial 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 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 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: Federally Funded

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

1. A grantee 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 Grantee 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 Grantee 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 Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee 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 Grantee 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. 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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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.

2. 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.
3. 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 III: 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 Grantee 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 Grantee directly to each of the following:

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

Electronic copies (preferred): firefightergrant@myfloridacfo.com

or

Paper (hard copy):

Charles Frank
Bureau of Fire Standards and Training
Department of Financial Services
11655 NW Gainesville Road
Ocala, Florida 34482

- 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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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. Grantees, 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 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.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program

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

Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006

Amount: Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2019-2020

2. State Project B:

N/A

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

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

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

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

1 of 2

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

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149

Email: PublicRecordsInquiry@myfloridacfo.com

**Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

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The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

October 9, 2020

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

Re: Non Advalorem Special Assessments

Dear LaWanda:

Pursuant to the Board's instructions, enclosed please find a proposed Resolution on the uniform method of collection of non-ad valorem assessments, plus a Notice to go in the newspaper.

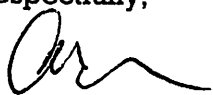
I have left the dates to be filled in by you, i.e.:

Publish in the newspaper of general circulation the 4 weeks of:

Please review this and if you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Annie Mae Murphy

RESOLUTION NO. _____

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA
ELECTING TO USE THE UNIFORM METHOD OF
COLLECTING NON-AD VALOREM SPECIAL
ASSESSMENTS LEVIED WITHIN THE
UNINCORPORATED AREA OF TAYLOR COUNTY,
FLORIDA; STATING A NEED FOR SUCH LEVY;
PROVIDING FOR THE MAILING OF THIS
RESOLUTION; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of special assessments to fund the provision of solid waste collection and disposal services, facilities, and programs; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste collection and disposal services, facilities, and programs to property within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2021, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2021, and with the tax statement mailed for such Fiscal Year and continuing until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments to fund the provision of solid waste collection and disposal services, facilities, and programs within the unincorporated area of the County. Such non-ad valorem assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

2. The County hereby determines that the levy of the special assessment is needed to fund the cost of solid waste collection and disposal services, facilities, and programs in the unincorporated area of the County.

3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 8, 2021.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this _____ day of _____, 2020.

TAYLOR COUNTY, FLORIDA

Chairperson

(SEAL)

Attest:

ANNIE MAE MURPHY, Clerk

EXHIBIT B

LEGAL DESCRIPTION

The boundary lines of Taylor County are as follows: Beginning in the mouth of the Big Aucilla River; thence northerly, concurrent with the east boundary of Jefferson County, along the thread of said river to where same is intersected by the middle line of township two south, range five east; thence east on said middle township line, concurrent with the south boundary line of Madison County, across ranges six, seven and eight east to the range line between ranges eight and nine east; thence south on said range line to the township line between townships two and three south; thence east on said township line to the range line between ranges nine and ten east; thence south on said range line, concurrent with the west boundary of Lafayette County to the middle line of section seven, township seven south, range ten east; thence east on said middle line to the east line of said section seven; thence due south on the east line of said section seven and other sections to the township line between townships seven and eight south; thence east on said township line to the east line of section four, township eight south, range ten east, or the northwest corner of Dixie County; thence south, concurrent with the west boundary of Dixie County, on the east line of said section four and other sections to where same intersects the thread of the Steinhatchee River; thence southerly along the thread of the said Steinhatchee River to the mouth of said river; thence northerly through the Gulf of Mexico, including the waters of said gulf within the jurisdiction of the State of Florida, to the place of beginning.

**NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

Taylor County, Florida (the "County") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments throughout the unincorporated area of the County, for the cost of providing solid waste collection and disposal services, facilities, and programs commencing for the Fiscal Year beginning on October 1, 2020 and continuing until discontinued by the County. The County will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at _____m. on _____, 2020, in the County Commission Meeting Room, Taylor County Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the office of the County Administrator, located at 201 East Green Street, Perry, Florida.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. 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, extension 7, at least seven days prior to the date of the hearing.

DATED this ____ day of _____, 2020.

By Order of:

TAYLOR COUNTY, FLORIDA

Publish in a newspaper of general circulation during the weeks of:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO FURTHER DISCUSS YATES CREEK LEASE
EXTENSION



OCTOBER 20, 2020

Statement of Issue: TO CONSIDER COUNTER OFFER FOR THE EXPIRED
LEASE FOR PUBLIC USE OF YATES CREEK

Recommended Action: CONSIDER COUNTER OFFER

Fiscal Impact: VARIES, DEPENDING ON OPTION CHOSEN BY THE
BOARD

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD ENTERED INTO A LEASE AGREEMENT WITH THE CLARK PROPERTIES OF TAYLOR COUNTY, LLC IN JUNE OF 2010 THAT PROVIDES PUBLIC USE OF YATES CREEK AND THE BOAT RAMP. THIS LEASE EXPIRED JUNE OF 2020. THE BOARD SUBSEQUENTLY ENTERED INTO A THREE MONTH EXTENSION WITH THE CLARK PROPERTIES OF TAYLOR COUNTY, LLC IN ORDER TO REVIEW OPTIONS TO CONTINUE PUBLIC USE.

ON SEPTEMBER 8, 2020 THE BOARD AUTHORIZED A COUNTER OFFER OF \$250 PER MONTH, THE ANNUAL PAYMENT OF PROPERTY TAXES AND ATTORNEY'S FEES TO CONTINUE THE LEASE OF YATES CREEK. COUNSEL FOR CLARK PROPERTIES, LLC HAS ADVISED THE COUNTY ADMINISTRATOR THAT THE LEASE AGREEMENT HAS BEEN EXTENDED AND THAT CLARK PROPERTIES, LLC HAS EXTENDED A COUNTER OFFER.

THIS COUNTER OFFER INCLUDES A LEASE OF \$500 PER MONTH, STARTING IN JANUARY 2021, PAYMENT OF OWNER LEGAL COSTS, ESTIMATED AT \$3,500 IF

NEW LEASE IS EXECUTED, PAYMENT OF ALL REAL ESTATE TAXES, AND MAINTENANCE OF ROAD.

ALSO INCLUDED IN THE COUNTY PROPOSAL IS AN OPTION TO PURCHASE. THIS OPTION EXISTS ONLY IF THE COUNTY IS NOT IN BREACH, IS SUSPENDED IF THE PROPERTY IS UNDER CONTRACT FOR SALE, AND IS TERMINATED IF THE PROPERTY SELLS. THIS OPTION IS FOR \$475,000 IF PURCHASE ON OR BEFORE JUNE 30, 2022, WITH ALL RENT, TAXES AND LEGAL EXPENSES REFERENCED ABOVE BEING CREDITED AGAINST THE PURCHASE PRICE. IF THE COUNTY EXERCISES THE PURCHASE OPTION, THE COUNTY WILL PAY ALL CLOSING COSTS.

OTHER TERMS INCLUDE: COUNTY WAIVES ANY CLAIM FOR PRESCRIPTIVE EASEMENT, DEDICATION OR ABANDONMENT. LESSOR WILL CONTINUE TO LIST FOR SALE, THE COUNTY DOES NOT HAVE THE RIGHT OF FIRST REFUSAL. LEASED AREA MUST INCLUDE UPLAND, AND THE COUNTY IS RESPONSIBLE FOR ANY REQUIRED SURVEYS.

Options: ACCEPT/DO NOT ACCEPT COUNTER OFFER
CONTINUE TO NEGOTIATE TERMS OF LEASE

Attachments: COUNTER OFFER FROM CLARK PROPERTIES, LLC

Yates Creek to Taylor County Lease Agreement and Option to Purchase

	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Lease	Term is 10 Years beginning 1/1/2021. Lease would begin at conclusion of 90 day extension, but term would be 10 years starting 1/1/2021.	Yes	Yes	
	Terminable by either with 3 months written notice.	Yes	Yes	
	County pays all rent/use taxes that are applicable.	Yes	Yes	
	County pays Owner legal costs associated with lease agreement negotiation and preparation. Legal costs to date are \$2,395.00. Anticipated to total \$3,500.00 if lease negotiation, preparation, etc. are carried through execution of new lease.	Yes	Yes	
	Starting immediately, County pays 2020 ad valorem taxes only. Then, beginning 1/1/2021, rent is \$500/month.	Yes	Yes	
	Assignable by Lessor; not by Lessee.	Yes	Yes	
	County to pay all RE taxes for term of lease.	Yes	Yes	
	County to maintain road.	Yes		
	Owner may continue to list the property for sale, and County does not have right of first refusal. Lease terminates upon sale. County to be notified if property goes under contract.	Yes	Yes	
	The leased area will include the uplands.	Yes	Yes	
	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Option to Purchase	Option to purchase exists only if County not in breach.	Yes	Yes	
	Option suspended if property under contract for sale. County to be notified if property goes under contract.	Yes	Yes	
	Option terminates if property sells. County to be notified if property goes under contract.	Yes	Yes	
	County pays all closing costs if it exercises purchase option.	Yes	Yes	
	Option for \$475,000 if purchased on or before 6/30/2022, with all rent, taxes, and legal expense referenced above being credited against purchase price.	Yes	Yes	
	Assignable by Lessor; not by Lessee.	Yes	Yes	
	Description	Approved by Clark Properties of Taylor County, LLC	Approved by LB Clark III	Approved by County Administrator (Subject to BOCC)
Other	County waives any claim for prescriptive easement, dedication, or abandonment.	Yes	Yes	
	Lessor will continue to list for sale; Lessee doesn't have ROFR; only option to purchase if exercised prior to PS agreement signed.	Yes	Yes	
	Leased area must include upland.	Yes	Yes	
	County responsible for any required surveys.	Yes	Yes	

Taylor County GIS Mapping - Yates Creek



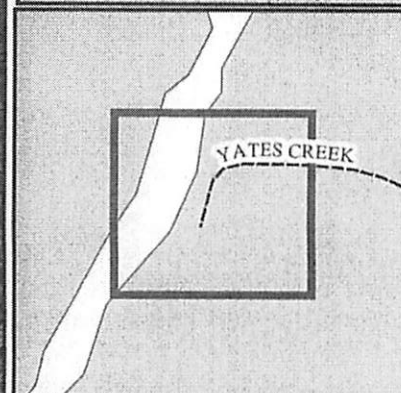
Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries



1 inch = 80 feet

Printed on: Date: Tuesday, May 23, 2017



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor
County Board of County Commissioners assumes no responsibility for errors or omissions.

Taylor County Property Appraiser
108 N. Jefferson Street, Suite 201
Perry, FL 32347-3252

NOTICE OF **PROPOSED** PROPERTY TAXES
TAYLOR COUNTY TAXING AUTHORITIES

DO NOT PAY
THIS IS NOT A BILL

2019 REAL PROPERTY

Parcel ID: 06565-000

4689 YATES CREEK RD



7 - 11299

THE CLARK PROPERTIES OF TAYLOR
COUNTY LLC
1802 OCEAN VILLAGE PL
AMELIA ISLAND FL 32034-5821



LEG 0220.00 ACRES - ALL FRACT OF W 1/2 -OR 137-435 &
299-597 & 353-68 - OR 650-435 & 650-439 - SUBJ TO
AGREEMENT IN OR658-719 -

TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITY	PRIOR (2018) TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2018)		CURRENT (2019) TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
County Board	57,950	7.2426	419.71	57,990	6.9202	401.30	7.2426	420.00
Public School								
State	57,950	4.1650	241.36	57,990	3.9568	229.45	3.8990	226.10
Local	57,950	2.4980	144.76	57,990	2.3731	137.62	2.4980	144.86
Water Management District	57,950	0.3948	22.88	57,990	0.3840	22.27	0.3840	22.27
MSTU	57,950	1.1677	67.67	57,990	1.1059	64.13	1.2250	71.04
TOTAL AD-VALOREM PROPERTY TAXES			896.38			854.77		884.27

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR (2018)	269,000	57,950	57,950
CURRENT YEAR (2019)	269,000	57,990	57,990

APPLIED ASSESSMENT REDUCTION	APPLIES TO	PRIOR YEAR (2018)	CURRENT YEAR (2019)
SAVE OUR HOMES BENEFIT	ALL TAXES	0	0
NON-HOMESTEAD 10% CAP BENEFIT	NON-SCHOOL TAXES	0	0
AGRICULTURAL CLASSIFICATION	ALL TAXES	211,050	211,010
EXEMPTIONS	APPLIES TO	PRIOR YEAR (2018)	CURRENT YEAR (2019)

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2019, or if you are entitled to an exemption or classification that is not reflected, contact the Taylor County Property Appraiser's Office at:

108 N. Jefferson St., Suite 201
Perry, FL 32348
(850) 838-3511

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available at the County Property Appraiser's Office.

TAYLOR COUNTY NOTICE OF PROPOSED PROPERTY TAXES

The Taxing Authorities which levy property taxes against your property will soon hold **PUBLIC HEARINGS** to adopt budgets and tax rates for the next year. The purpose of the **PUBLIC HEARINGS** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **PRIOR TO TAKING FINAL ACTION**. Each Taxing Authority may **AMEND OR ALTER** its proposals at the hearings.

TAXING AUTHORITY HEARING INFORMATION

TAXING AUTHORITY	PUBLIC HEARING DATE, TIME AND LOCATION	
County Board	September 9, 2019 at 5:01 PM	201 E. GREEN ST, ADMIN COMPLEX, PERRY, FL 32347
Public School	September 19, 2019 at 5:30 PM	318 N. CLARK ST, ADMIN COMPLEX, PERRY, FL 32347
Water Management District	September 10, 2019 at 5:05 PM	9225 CR 49, LIVE OAK, FL 32060
MSTU	September 9, 2019 at 5:01 PM	201 E. GREEN ST, ADMIN COMPLEX, PERRY, FL 32347

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, WATER, SEWER, OR OTHER GOVERNMENT SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR COUNTY, CITY, SPECIAL DISTRICT OR OTHER TAXING AUTHORITY.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive.
(Discounts are a maximum of 4 percent of the amounts shown on this form.)

EXPLANATION OF "TAXING AUTHORITY TAX INFORMATION" SECTION

COLUMN 1 - "PRIOR TAXABLE VALUE"

This column shows the prior assessed value less all applicable exemptions used in the calculations of taxes for that specific taxing authority.

COLUMNS 2 & 3 - "YOUR FINAL TAX RATE AND TAXES LAST YEAR"

These columns show the tax rate and taxes applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 4 - "CURRENT TAXABLE VALUE"

This column shows the current assessed value less all applicable exemptions used in the calculations of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of limited income Senior or the Additional Homestead exemption. Current year taxable values are as of January 1, 2019.

COLUMNS 5 & 6 - "YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE"

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMNS 7 & 8 - "YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE"

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown at the top of this notice. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

MARKET (JUST) VALUE - The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

ASSESSED VALUE - The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. If "assessment reductions" are applied, the assessed value may be different for School versus Non-School taxing authorities and for the purpose of calculating tax levies.

APPLIED ASSESSMENT REDUCTION - Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural classification is not an assessment reduction, it is an assessment determined per Florida Statute 193.461.

EXEMPTIONS - Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Special dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption value may also vary for the same taxing authority, depending on the levy. (i.e., operating millage vs. debt service millage)

TAXABLE VALUE - Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions.



Taylor County, FL

Summary

Tax District	CO Millage Rate: 15.2486
Site Location	4689 YATES CREEK RD
Section Township Range	05-07-07
ParcelID	06565-000
Exemptions	N/A
Property Usage	WASTE
Legal Description	LEG 0220.00 ACRES - ALL FRACT OF W 1/2 - OR 137-435 & 299-597 & 353-68 - OR 650-435 & 650-439 - SUBJ TO AGREEMENT IN OR 658-719 - (Note: Not to be used on legal documents)

Owner

THE CLARK PROPERTIES OF TAYLOR
COUNTY LLC, 1802 OCEAN VILLAGE PL
AMELIA ISLAND FL 32034

Land

Land Use	9910V
Number of Units	220
Unit Type	AC
Assessed Value	\$58,220

Building Data

Building #	1
Actual Year Built	0
Base (Heated/Cooled) Area	0 (gross base sq ft)
Gross Area	0 (total gross sq ft for all subareas)
Description	VACANT LAND
Occupancy	HOMESITE
Construction Class	N/A
Exterior Walls	
Roof Structure	
Roof Cover	
Floor Cover	
Interior Walls	
Heating Type	
Cooling Type	
Frame Type	
Ceiling Finish	
Plumbing	
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

Sales History

Sales Date	Type of Document	Book/Page	Amount
02-01-2010	WARRANTY DEED	650/439	\$100
02-01-2010	PERSONAL REPRESENTATIVES DEED	650/435	\$100
02-01-1992	WARRANTY DEED	299/597	\$0

Valuation

2019 Preliminary Certified Values and 2020 Working Values

	2020	2019
+ Land Value	\$58,220	\$57,990
Agricultural		
+ Building Value	\$0	\$0
+ Assessed XF Value	\$0	\$0
+ Total Misc. Value	\$0	\$0
= Just or Classified Value	\$58,220	\$57,990
- SOH/deferred	\$0	\$0
= Assessed Value	\$58,220	\$57,990
- Exempt Value	\$0	\$0
= Taxable Value	\$58,220	\$57,990
 Appraised Land Value	 \$269,000	 \$269,000
Assessed Justification or Classified Value	\$269,000	\$269,000

TRIM Notices[2019 TRIM Notice\(PDF\)](#)

No data available for the following modules: Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)[GDPR Privacy Notice](#)

Last Data Upload: 8/27/2020, 10:23:01 PM

Developed by

Version 2.3.81

17-A.

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

THE BOARD TO CONSIDER NEW LEASING AGREEMENT WITH LEASING 2.



OCTOBER 20, 2020

Statement of Issue: TO REFINANCE LEASE/PURCHASE FOR TWO DUMP TRUCKS AND TWO ROLL OFF TRUCKS.

Recommended Action: REFINANCE

Fiscal Impact: VARIES, DEPENDING ON OPTION CHOSEN BY THE BOARD

Budgeted Expense: PARTIALLY BUDGETED

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD ENTERED INTO A LEASE/PURCHASE AGREEMENT WITH LEASING 2 IN JULY OF 2020 AS PART OF AN ARRANGEMENT WITH CAPITAL TRUCK, INC. TO PROVIDE THE COUNTY WITH NEW ROLL OFF AND DUMP TRUCKS ON AN ANNUAL TERM. AS PART OF THE PROPOSAL, CAPITAL TRUCK WAS TO PURCHASE THE TRUCKS AT THE END OF 13 MONTH TERM OF OWNERSHIP. LEASING 2 PROVIDED THE FINANCING IN THE FORM OF A 5 YEAR LEASE/PURCHASE AGREEMENT, IN ORDER TO OBTAIN THE LOWEST RATE.

THE COUNTY WAS NOTIFIED AT THE END OF THE FIRST YEAR TERM THAT CAPITAL TRUCK, INC. HAS FILED FOR BANKRUPTCY AND WOULD BE UNABLE TO PURCHASE THE TRUCKS BACK FROM THE COUNTY.

ACCORDING TO THE TERMS OF THE LEASING 2 AGREEMENTS THE NEXT PAYMENT IS DUE IN NOVEMBER. THE ANNUAL PAYMENT FOR TWO ROLL OFF TRUCKS IS \$90,456.02 AND HAS AN INTEREST RATE OF 3.60%. THE PAYMENT FOR THE DUMP TRUCKS IS \$77,451.93 WITH THE SAME INTEREST RATE.

UPON REVIEW OF THE LEASE/PURCHASE TERMS AND THE NEED OF THE COUNTY DEPARTMENTS FOR THESE VEHICLES, THE COUNTY ADMINISTRATOR HAS REQUESTED THAT LEASING 2 CONSIDER RESTRUCTURING THE LEASE/PURCHASE TERMS IN AN EFFORT TO LOWER THE PAYMENTS AT A LOWER INTEREST RATE. IF THE COUNTY ENTERS INTO A NEW LEASE/PURCHASE AGREEMENT IT WOULD INCLUDE ACCRUED INTEREST UP TO 11/15/2020.

LEASING 2 HAS PROPOSED THE FOLLOWING OPTIONS FOR CONSIDERATION:

1) CONTINUE PRESENT LEASE – 5 YEAR TERM WITH 4 PAYMENTS REMAINING
DUMP TRUCKS-\$77,451.93
ROLL OFF TRUCKS -\$90,456.02.

2) ENTER INTO NEW LEASE AGREEMENT (PAYMENT DUE DECEMBER 2020):
DUMP TRUCKS- \$62,644.22 FOR 5 YEARS OR \$54,403.45 FOR 6 YEARS AT 2.75% INTEREST.
ROLL OFF TRUCKS- \$53,532.23 FOR 5 YEARS OR \$46,490.40 FOR 6 YEARS AT 2.75% INTEREST.

3) PAY OFF VEHICLES (AS OF 10/7/2020)
DUMP TRUCKS- \$299,792.01
ROLL OFF TRUCKS- \$350,799.24

Options:

- 1) CONTINUE PRESENT LEASE
- 2) ENTER INTO NEW AGREEMENT WITH LEASING 2
- 3) PAY OFF VEHICLES

Attachments:

EXISTING LEASE PAYMENT SCHEDULE
LEASING FINANCING PROPOSAL
ORIGINAL PROPOSAL FROM CAPITAL TRUCK, INC.

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Taylor County Board of County Commissioners
LEASE AMOUNT: \$310,000.00
COMMENCEMENT DATE: 7/15/2019
INTEREST RATE: 3.60%

PAYMENT						PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>		<u>PRICE*</u>
1	11/15/2019	\$30,000.00	\$3,813.00	\$26,187.00		\$292,522.17
2	11/15/2020	\$77,451.93	\$10,217.27	\$67,234.66		\$222,340.08
3	11/15/2021	\$77,451.93	\$7,796.82	\$69,655.11		\$150,227.98
4	11/15/2022	\$77,451.93	\$5,289.24	\$72,162.69		\$76,132.80
5	11/15/2023	\$77,451.93	\$2,691.39	\$74,760.54		\$0.00
Grand Totals		\$339,807.72	\$29,807.72	\$310,000.00		

LESSEE: Taylor County Board of County Commissioners

By: _____
Pam Feagle

Title: _____
Chair - County Commission

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Taylor County Board of County Commissioners
LEASE AMOUNT: \$363,000.00
COMMENCEMENT DATE: 7/15/2019
INTEREST RATE: 3.60%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	11/15/2019	\$37,000.00	\$4,464.90	\$32,535.10	\$340,605.60
2	11/15/2020	\$90,183.12	\$11,896.73	\$78,286.39	\$258,887.30
3	11/15/2021	\$90,183.12	\$9,078.42	\$81,104.70	\$174,921.75
4	11/15/2022	\$90,183.12	\$6,158.65	\$84,024.47	\$88,647.14
5	11/15/2023	\$90,183.12	\$3,133.78	\$87,049.34	\$0.00
Grand Totals		\$397,732.48	\$34,732.48	\$363,000.00	

LESSEE: Taylor County Board of County Commissioners

By: _____
Pam Feagle

Title: _____
Chair - County Commission

Date: _____

* After payment of Rental Payment due on such date.

LEASE FINANCING PROPOSAL



Lessee
Taylor County, FL

Vendor
Refinance

Proposal Date:	October 9, 2020	
Equipment Description:	2- Mack Roll Off Trucks	
Commencement Date:	November 5, 2020	
	<u>Option 1</u>	<u>Option 2</u>
Equipment Cost:	\$350,779.24	\$350,779.24
Lessee Down Payment:		
Amount Financed:	\$350,779.24	\$350,779.24
Lease Term:	6 Years	7 Years
First Payment Date:	12/5/2020	12/5/2020
Payment Frequency:	Annual	Annual
Lease Rate:	2.75%	2.75%
Payment Amount:	\$62,644.22	\$54,403.45
Payment Factor:	0.17859	0.15509

Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please let us know so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
 - Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
 - Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment at ten (10) years to the then current interest rates for the remaining term.
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is a valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 813-258-9888 x16
Email: rcarnev@leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: October 9, 2020

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Taylor County, FL

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and fax or email all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting

LEASE FINANCING PROPOSAL



Lessee
Taylor County, FL

Vendor
Refinance

Proposal Date:	October 8, 2020	
Equipment Description:	2- Mack Dump Trucks	
Commencement Date:	November 5, 2020	
	<u>Option 1</u>	<u>Option 2</u>
Equipment Cost:	\$299,792.01	\$299,792.01
Lessee Down Payment:		
Amount Financed:	\$299,792.01	\$299,792.01
Lease Term:	6 Years	7 Years
First Payment Date:	12/5/2020	12/5/2020
Payment Frequency:	Annual	Annual
Lease Rate:	2.75%	2.75%
Payment Amount:	\$53,532.23	\$46,490.40
Payment Factor:	0.17856	0.15508

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. A for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is a valid and binding obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 813-258-9888 x16
Email: rcarnev@leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: October 8, 2020

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Taylor County, FL

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and fax or email all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting



CAPITAL TRUCK, INC.



4740 BLOUNTSTOWN HWY TALLAHASSEE, FLORIDA 32344

6/20/2019

To: Taylor County Public Works

Re: Proposal for 2020 Mack dump truck(s) and Rolloff truck(s).

Specs: 2020 Mack GR64B truck with Automatic Transmission, 20K Fronts, 44K rears, +400HP engine, 17-19 Yard OX body or G and H 60,000 lb hoist.

The contract will be for a 12 1/2 to 13 month term of ownership with an initial cost of \$15,000 on dumps and \$18,000 on rollofs... at the end of 12 1/2 to 13 months, the truck will be purchased by Capital Truck Inc and delivery of NEW 2018/19 of equal specifications will be provided at the same terms.

*** These options are based on Taylor County entering a 5 year lease (5 year lease provides lowest interest rate, you will only own the truck(s) for 13 months) with 'Leasing 2'. This lender has done several plans like this with us and structures the deal to meet your/our needs. You pay the \$15,000/\$18,000 price up front (basically interest charges and roughly 10% of the initial cost) and then, within the 13 months you use the truck, the first payment will be due at the end of the 13th month... you NEVER pay this payment. Capital Truck Inc purchases the truck BEFORE the payment is due and you then enter a NEW agreement on the NEW truck and basically start all over again. Your total cost for operating is covered for 12 months for the initial fees of \$15,000/\$18,000. During this time, your trucks are covered under FULL warranty and you are only asked to abide with trade terms (attached in letter).

***At the end of the 12 1/2 months, Taylor County has the following options:

1. Turn in the truck(s) and begin NEW agreement on NEW replacement trucks at no more cost than the current agreement.
2. Turn in the truck(s) and walk away with no obligations.
3. Continue leasing the current truck(s) and maintain payments with 'Leasing 2' by paying the annual payment.

***Damaged/Wrecked Trucks and required trade terms:

1. Trucks cannot have more than \$500 damage to cab/body.
2. Must meet DOT certification standards at the time of trade/turn in.
3. Minimum of 75% brake life remaining. Tires will be transferred from new truck to trade in.
4. Maintain and provide accurate and timely maintenance records. (See owner's manual for recommended service intervals)
5. Any wrecked truck that requires more than \$25,000 in repairs is subject to a depreciation adjustment of \$10,000.

***Upon entering this agreement, Capital Truck is hereby notifying Taylor County that the above stated options are at your discretion. We only ask for a 6 month notice IF you choose not to continue with the annual trade cycle.

Thank you,

Thornton Davis, Capital Truck Inc



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF CARES ACT
EXPENDITURE REQUESTS.



MEETING DATE REQUESTED:

OCTOBER 20, 2020

Statement of Issue:

TO CONSIDER APPROVAL OF PHASE EXPENDITURES OF
CARES ACT FUNDING

Recommended Action:

APPROVE EXPENDITURES

Fiscal Impact:

\$6,348.57

Budgeted Expense:

FUNDING AVAILABLE IN CURRENT BUDGET

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AUTHORIZED MORE THAN \$2 TRILLION TO COUNTER THE IMPACT OF COVID-19 AND IT'S EFFECTS ON INDIVIDUALS, FAMILIES, GOVERNMENTS, AND BUSINESSES. THE STATE OF FLORIDA RECEIVED \$4,581 BILLION AND TAYLOR COUNTY WAS INCLUDED AS PART OF THE \$1,275 BILLION ALLOCATED TO FLORIDA'S 55 COUNTIES TO LESS THAN 500,000 RESIDENTS.

IN JULY, 2020, TAYLOR COUNTY RECEIVED IT'S 25% ALLOCATION, OR \$940,906. THE COUNTY IS ELIGIBLE TO RECEIVE AN ADDITIONAL ADVANCE 20% PAYMENT, OR \$752,725 ONCE THE INITIAL 25% HAS BEEN EXPENDED AND TAYLOR COUNTY SUBMITS AN ADDITIONAL SPENDING PLAN AND SUPPLEMENTAL GRANT AGREEMENT.

THE CARES ACT FUNDING COMMITTEE RECOMMENDS THAT THE BOARD APPROVE THE FOLLOWING EXPENDITURES TO BE PAID WITH PHASE ONE CARES ACT FUNDS:

PHASE ONE:

CLERK OF COURTS PPE	\$948.73
HAND SANITIZER STATIONS, GLOVES	
COMPUTER FOR COURT-ZOOM MEETINGS	\$1,201.58
COMPUTER FOR COURT-ZOOM MEETINGS	\$1,632.51
COMPUTER FOR IT DEPARTMENT-REMOTE WORK	\$2,565.75
TOTAL	\$6,348.57

Options: APPROVE/DO NOT APPROVE

Attachments: CHECK COPIES/DETAIL

CLERK OF CIRCUIT COURT

VENDOR NO. C1436

CHECK NO. 1014726

<i>Account</i>	<i>Purchase Order</i>	<i>Invoice Number</i>	<i>Amount</i>	<i>Description</i>
0171 55100		STATEMENT	854.85	INV 050464

C1436

HUDSON OFFICE SUPPLY

**ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT**

CHECK DATE

09/29/20

CHECK NO.

1014726

CAPTAL CITY BANK
PERRY, FL 32347

63-68/631

AMOUNT

\$***854.85***

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF ***854* DOLLARS AND *85* CENTS**

TO THE
ORDER
OF

HUDSON OFFICE SUPPLY
P.O. BOX 1788
DOTHAN AL 36302

**** NON-NEGOTIABLE ****

**** NON-NEGOTIABLE ****

AUTHORIZED SIGNATURES

**** NON-NEGOTIABLE ****

**ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348**

HUDSON OFFICE SUPPLY
P.O. BOX 1788
DOTHAN AL 36302



Hudson Office Supply
 2401 N. Range Street
 PO Box 1788
 Dothan, AL 36302

Statement

Date
8/31/2020

To:
Taylor County Clerk PO Box 620 Perry, FL 32347

THANK YOU
 WE APPRECIATE
 YOUR BUSINESS!

		Amount Due	Amount Enc.		
		\$844.40			
Date	Transaction	Amount	Balance		
08/31/2020	INV #150258. Due 09/30/2020. Orig. Amount \$696.00.	696.00	696.00		
08/31/2020	INV #150220. Due 09/30/2020. Orig. Amount \$148.40.	148.40	844.40		
			10.45		
	<div>C1436</div> <div>0171-55100</div> <div>0. * 844.4 + 10.45 + 854.85 *</div>				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
844.40	0.00	0.00	0.00	0.00	\$844.40 854.85

INVOICE

Invoice Number 150220
8/31/2020

Hudson Office Supply
PO Box 1788
Dothan, AL 36302



Phone: 334.792.3155
Fax: 334.793.2761

Bill-To Address

Taylor County Clerk
PO Box 620
Perry, Florida 32347

Phone: 850-838-3506

Ship-To Address

Taylor County Clerk
Attn: ALAN WILL DELIVER
108 N Jefferson St
Perry, Florida 32347

Terms: Net 30

Item #	Description	UOM	Qty	Filled	Customer Price	Total
GN1CBC1GALSANCT	4 GALLON SANITIZER	CT	1	1	\$148.40	\$148.40
Subtotal:						\$148.40
Tax:						\$0.00
Total:						\$148.40

*Received
G/K*

INVOICE

Invoice Number 150464
9/2/2020

Hudson Office Supply
PO Box 1788
Dothan, AL 36302



Phone: 334.792.3155
Fax: 334.793.2761

Bill-To Address

Taylor County Clerk
PO Box 620
Perry, Florida 32347

Phone: 850-838-3506

Ship-To Address

Taylor County Clerk
108 N Jefferson St
Perry, Florida 32347

Terms: Net 30

Item #	Description	UOM	Qty	Filled	Customer Price	Total
EVEEN93	BATTERY, IDST, C, 12EA=1BX	BX	1	1	\$10.45	\$10.45
					Subtotal:	\$10.45
					Tax:	\$0.00
					Total:	\$10.45

*Received
GIL*

INVOICE

Invoice Number 150258
8/31/2020

Hudson Office Supply
PO Box 1788
Dothan, AL 36302



Phone: 334.792.3155
Fax: 334.793.2761

Bill-To Address

Taylor County Clerk
PO Box 620
Perry, Florida 32347

Phone: 850-838-3506

Ship-To Address

Taylor County Clerk
Attn: ALAN WILL DELIVER
108 N Jefferson St
Perry, Florida 32347

Terms: Net 30

Item #	Description	UOM	Qty	Filled	Customer Price	Total
GN1F1406STS GN1	FREE STANDING SNTZER DSPNS	EA	4	4	\$174.00	\$696.00
Subtotal:						\$696.00
Tax:						\$0.00
Total:						\$696.00

*Received
CML*

CLERK OF CIRCUIT COURT

VENDOR NO. C1437

CHECK NO. 1014628

Account	Purchase Order	Invoice Number	Amount	Description
0171	55202	2003-153385	31.96	LATEX GLOVES
0171	55202	2004-166099	29.96	MED LATEX GLOVES

C1437

STUDSTILL'S OF PERRY

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

06/02/20

CHECK NO.

1014628

CAPITAL CITY BANK
PERRY, FL 32347

63-684631

AMOUNT

\$*****61.92*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF *****61* DOLLARS AND *92* CENTS

TO THE
ORDER
OF

STUDSTILL'S OF PERRY
209 W GREEN ST
PERRY FL 32347

** NON-NEGOTIABLE **

** NON-NEGOTIABLE **

AUTHORIZED SIGNATURES

** NON-NEGOTIABLE **

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348



STUDSTILL'S OF PERRY
209 W GREEN ST
PERRY FL 32347

Invoice Date		Document #	Reference	Amount	Balance
		Beginning Balance			31.96
03/17/20	Invoice	2003-153385		31.96	31.96
04/22/20	Invoice	2004-166099		29.96	29.96
		Ending Balance			62.92
<div style="text-align: center;"> <u>C1437</u> 0171-55202 </div>					

We at Studstill's are here for you in this stressful time. If you need delivery or curb service, just give us a call. God Bless!

Current	29.96
30-Day	31.96
60 Day	0.00
90 Day	0.00
> 90	0.00
Finance Chrgs	1.00
Credits	0.00
Balance	62.92

Account: 1-2401
Job # - 0 CLERK OF
COURT TAYLOR COUNTY
ANNIE MAE MURPHY

61.92

STUDSTILL'S
209 West Green Street - Perry, Florida 32347
850-584-5515

Studstill's of Perry
209 West Green Street
Perry, FL 32347
850-584-5515

CUSTOMER COPY



INVOICE

2004-166099 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CLERK OF COURT TAYLOR COUNTY ANNIE MAE MURPHY P. O. BOX 620 PERRY FL 32348	CLERK OF COURT TAYLOR COUNTY ANNIE MAE MURPHY P. O. BOX 620 PERRY FL 32348 904 838-

ACCOUNT	JOB
1-2401	0
SOLD ON	4/22/2020 8:34:51 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	P2
CASHIER	JIMMY
SALESPERSON	
ORDER ENTRY	



209 West Green Street - Perry, Florida 32347
850-584-5515

Studstill's of Perry
209 West Green Street
Perry FL 32347
850-584-5515

4/22/2020 8:34 AM

BRCH:1000 *** INVOICE ***
CASHIER: JIMMY 2004-166099

ACCT # : 1-2401
JOB # : 0
NAME : CLERK OF COURT TAYLOR COUNTY

MLGP MEDIUM LATEX GLOVES POWDERED
4 EACH @ 7.49EACH 29.96

SUBTOTAL 29.96
SALES TAX TE 0.00% 0.00
TOTAL 29.96
AMT PAID 29.96
CHANGE DUE 0.00

RECEIPT REQUIRED WITH REFUNDS.
NO REFUNDS AFTER 30 DAYS. NO
REFUNDS ON OPEN PACKAGES.

PAYMENT METHOD(S):
CHARGE TO ACCT 29.96

Quantity	Unit	Item	Description	D	T	Price	Pk	Amount
4	EACH	MLGP	MEDIUM LATEX GLOVES POWDERED		Y	7.4900	EACH	29.96
Payment Method(s)								
Charge to Acct			29.96					
				SubTotal		29.96		
				TE 0.00% Sales Tax		0.00		
				EXE 0 Deposit				
				Please Pay This Amount		29.96		

mlgp
Signature



Studstill's of Perry
209 West Green Street
Perry, FL 32347
850-584-5515

CUSTOMER COPY



INVOICE

2003-153385 PAGE 1 OF 1

SOLD TO	JOB ADDRESS	ACCOUNT	JOB
CLERK OF COURT TAYLOR COUNTY ANNIE MAE MURPHY P O BOX 620 PERRY FL 32348	CLERK OF COURT TAYLOR COUNTY ANNIE MAE MURPHY P O BOX 620 PERRY FL 32348 904 838-	1-2401	0
		SOLD ON	3/17/2020 8:09:46 AM
		CUST PICKUP	
		BRANCH	1000
		CUSTOMER PO#	
		STATION	P3
		CASHIER	ATB
		SALESPERSON	
		ORDER ENTRY	

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
4	EACH	LLGPF	LARGE LATEX GLOVES POWDER FREE		Y	7.9900	EACH	31.96
<div>RECEIVED</div> <div>APR 3 2021</div> <div>ANNIE MAE MURPHY</div>								

Payment Method(s)

Charge to Acct

31.96

CLERK CIRCUIT COURT
TAYLOR COUNTY FLORIDA

SubTotal	31.96
Sales Tax	0.00
Deposit	
Please Pay This Amount	31.96

Annie Mae Murphy
Signature



209 West Green Street - Perry, Florida 32347
850-584-5515

Studstill's of Perry
209 West Green Street
Perry FL 32347
850-584-5515

3/17/2020 8:09 AM

C1098

BRCH:1000 *** INVOICE ***
CASHIER: ATB 2003-153385

ACCT # : 1-2401
JOB # : 0
NAME : CLERK OF COURT TAYLOR COUNTY

LLGPF LARGE LATEX GLOVES POWDER FREE
4 EACH @ 7.99EACH 31.96

SUBTOTAL 31.96
SALES TAX TE 0.00* 0.00
TOTAL 31.96
AMT PAID 31.96
CHANGE DUE 0.00

RECEIPT REQUIRED WITH REFUND
NO REFUNDS AFTER 30 DAYS. NO
REFUNDS ON OPEN PACKAGES.

PAYMENT METHOD(S):
CHARGE TO ACCT 31.96

CLERK OF CIRCUIT COURT

VENDOR NO. C1437

CHECK NO. 1014632

<i>Account</i>	<i>Purchase Order</i>	<i>Invoice Number</i>	<i>Amount</i>	<i>Description</i>
0171 55202		2005-178130	31.96	SM LATEX GLOVES

C1437

STUDSTILL'S OF PERRY

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

06/02/20

CHECK NO.

1014632

CAPITAL CITY BANK
PERRY, FL 32347

63-68/631

AMOUNT

\$*****31.96*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF *****31* DOLLARS AND *96* CENTS

TO THE
ORDER
OF

STUDSTILL'S OF PERRY
209 W GREEN ST
PERRY FL 32347

**** NON-NEGOTIABLE ****

**** NON-NEGOTIABLE ****

AUTHORIZED SIGNATURES

**** NON-NEGOTIABLE ****

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348



STUDSTILL'S OF PERRY
209 W GREEN ST
PERRY FL 32347



Studstill's of Perry
209 West Green Street
Perry FL 32347
850-564-5515

5/22/2020 8:16 AM

BRCH:1000
CASHIER: ATB

*** INVOICE ***
2005-178130

ACCT # : 1-2401
JOB # : 0
NAME : CLERK OF COURT TAYLOR COUNTY

SLGPF SMALL LATEX GLOVES POWDER FREE
4 EACH @ 7.99EACH 31.96

SUBTOTAL	31.96
SALES TAX TE 0.00%	0.00
TOTAL	31.96
AMT PAID	31.96
CHANGE DUE	0.00

RECEIPT REQUIRED WITH REFUNDS.
NO REFUNDS AFTER 30 DAYS. NO
REFUNDS ON OPEN PACKAGES.

PAYMENT METHOD[S]:
CHARGE TO ACCT 31.96

C1437

0171-55202

Sm. Latex gloves

CLERK OF CIRCUIT COURT

VENDOR NO. C1112

CHECK NO. 1014651

Account	Purchase Order	Invoice Number	Amount	Description
0172 56400		10388271146	1,201.58	OPTIPLEX 7070 MT BTX

C1112

DELL MARKETING L.P.

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

07/06/20

CHECK NO.

1014651

CAPITAL CITY BANK

63-68/631

AMOUNT

\$****1,201.58*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF

TO THE
ORDER
OF

DELL MAR.
%DELL USA
P.O. BOX
ATLANTA GA

Clerk of Court
COVID-19

Computers to set
up zoom Court

*1,201.58

1632.51

2,834.09

Laptop IT Manager work
from Home *2,565.75*

** NON-NEGOTIABLE **

** NON-NEGOTIABLE **

AUTHORIZED SIGNATURES

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348



DELL MARKETING L.P.

%DELL USA L.P.

P.O. BOX 534118

ATLANTA GA 30353-4118



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TAYLOR COUNTY CLERK OF COURT
ACCOUNTS PAYABLE
P O BOX 620
PERRY, FL 32348-0620

SHIP TO:

TAYLOR COUNTY CLERK OF COURTS
KEVIN ROBINSON
108 N JEFFERSON ST
STE 102
PERRY, FL 32347-3252

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE](#) AND [POLICIES](#), WHICH GOVERN THIS TRANSACTION
[VIEW YOUR ORDER DETAILS ONLINE](#)

C1112

Invoice No:	10388271146	Customer No:	23942100	Order No:	619898694	Page 1 of 3
-------------	-------------	--------------	----------	-----------	-----------	-------------

Purchase Order:	POKR042020D	Waybill Number:	153504642524
Payment Terms:	Due 45 days from invoice date	Order Date:	04/20/2020
Due Date:	06/07/2020	Sales Rep:	BILL MURRAY
Invoice Date:	04/23/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010853	Customer Agreement No:	

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ASEE	OptiPlex 7070 MT BTX System Service Tags:G99GZ23	1	EA	1,087.79	1,087.79
338-BRTC	Intel Core i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux)	1	EA	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	EA	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	EA	-	-
370-AEBF	16GB 1x16GB 2666MHz DDR4 Memory	1	EA	-	-
400-BEUS	M.2 256GB PCIe NVMe Class 40 Solid State Drive	1	EA	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	1	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	\$	1,201.58
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:	\$	0.00
Non-Taxable:	\$	0.00
	\$	1,201.58
Invoice Total:	\$	1,201.58



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TAYLOR COUNTY CLERK OF COURT
ACCOUNTS PAYABLE
P O BOX 620
PERRY, FL 32348-0620

SHIP TO:

TAYLOR COUNTY CLERK OF COURTS
KEVIN ROBINSON
108 N JEFFERSON ST
STE 102
PERRY, FL 32347-3252

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10388271146 Customer No: 23942100 Order No: 619898694 Page 2 of 3

Purchase Order:	POKR042020D	Waybill Number:	153504642524
Payment Terms:	Due 45 days from invoice date	Order Date:	04/20/2020
Due Date:	06/07/2020	Sales Rep:	BILL MURRAY
Invoice Date:	04/23/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010853	Customer Agreement No:	

Item Number	Description	Qty	Unit	Unit Price	Amount
401-AANH	No Additional Hard Drive	1	EA	-	-
817-BBBN	NO RAID	1	EA	-	-
490-BFBS	AMD Radeon? RX 550, 4GB, FH (DP/mDP/mDP)	1	EA	-	-
329-BEJF	7070 MT 85% PSU (Bronze)	1	EA	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	1	EA	-	-
325-BCXM	DVD+/-RW Bezel	1	EA	-	-
429-ABFH	8x DVD+/-RW 9.5mm Optical Disk Drive	1	EA	-	-
430-XYIX	Cyberlink Software for Windows 10 without media	1	EA	-	-
379-BBHM	No Media Card Reader	1	EA	-	-
555-BBFO	No Wireless LAN Card	2	EA	-	-
575-BBBI	No Stand Option	1	EA	-	-
379-BBCY	No Additional Cable Requested	1	EA	-	-
580-AEYY	Dell Black Wireless 10 Key Numeric Keypad Multimedia Keys KM636 Keyboard w/Mouse	1	EA	-	-
570-AADI	Mouse included with Keyboard	1	EA	-	-
320-BCGK	No Cove	1	EA	-	-
817-BBBC	Not selected in this configuration	1	EA	-	-
480-AAJX	Display Not Included	1	EA	-	-
525-BBCL	SupportAssist	1	EA	-	-
658-BBLB	Dell Applications for Windows	1	EA	-	-
658-BBRB	Waves Maxx Audio	1	EA	-	-
658-BEHB	Software for OptiPlex 7070	1	EA	-	-
620-AALW	OS-Windows Media Not Included	1	EA	-	-
387-BBLW	ENERGY STAR Qualified	1	EA	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	EA	-	-
750-ABKU	Placemat for OptiPlex 7070 MT	1	EA	-	-
332-1286	US Order	1	EA	-	-
389-BDQH	Retail POD	1	EA	-	-
329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	1	EA	-	-
340-CDWT	Ship Material for OptiPlex Tower	1	EA	-	-
389-BBUU	Shipping Label for DAO	1	EA	-	-
389-DQJZ	EPA Regulatory Label	1	EA	-	-
461-AABF	No CompuTrace	1	EA	-	-
551-BBBJ	No Intel Responsive	1	EA	-	-
389-DQKQ	Intel Core i7 Label for Vpro	1	EA	-	-
800-BBIP	Desktop BTS/BTP Shipment	1	EA	-	-
631-ACCZ	Intel vPro Technology Enabled	1	EA	-	-
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	1	EA	-	-
658-BCUV	Dell Developed Recovery Environment	1	EA	-	-
998-DOZN	Fixed Hardware Configuration	1	EA	113.79	113.79
650-AAAM	No Anti-Virus Software	1	EA	-	-
340-CKSZ	No AutoPilot	1	EA	-	-
382-BBHX	No Additional Add In Cards	1	EA	-	-
400-BFPO	No Optane	1	EA	-	-
492-BCKH	No Additional Video Ports	1	EA	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	1	EA	-	-
812-3887	Onsite/In-Home Service After Remote Diagnosis 3 Years	1	EA	-	-



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TAYLOR COUNTY CLERK OF COURT
ACCOUNTS PAYABLE
P O BOX 620
PERRY, FL 32348-0620

SHIP TO:

TAYLOR COUNTY CLERK OF COURTS
KEVIN ROBINSON
108 N JEFFERSON ST
STE 102
PERRY, FL 32347-3252

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10388271146	Customer No: 23942100	Order No: 619898694	Page 3 of 3
--------------------------------	------------------------------	----------------------------	--------------------

Purchase Order: POKR042020D
Payment Terms: Due 45 days from invoice date
Due Date: 06/07/2020
Invoice Date: 04/23/2020
Contract Number: C000000010853

Waybill Number: 153504642524
Order Date: 04/20/2020
Sales Rep: BILL MURRAY
Shipped Via: FEDERAL EXPRESS
Customer Agreement No:

CLERK OF CIRCUIT COURT

VENDOR NO. C1216

CHECK NO. 1014617

Account	Purchase Order	Invoice Number	Amount	Description
0180 55102		XPP6438	179.03	DELL 24 MONITOR
0180 55102		XPS5775	218.37	NETGEAR SWITCH
0180 56400		XPS8723	1,632.51	HP SB 840

C1216

CDW GOVERNMENT, INC.

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

06/02/20

CHECK NO.

1014617

CAPITAL CITY BANK
PERRY, FL 32347

63-68/631

AMOUNT

\$*****2,029.91*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF *****2029* DOLLARS AND *91* CENTS

TO THE
ORDER
OF

CDW GOVERNMENT, INC.
75 REMITTANCE DRIVE SUITE 1515
CHICAGO IL 60675-1515

** NON-NEGOTIABLE **

** NON-NEGOTIABLE **

AUTHORIZED SIGNATURES

** NON-NEGOTIABLE **

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348



CDW GOVERNMENT, INC.
75 REMITTANCE DRIVE SUITE 1515
CHICAGO IL 60675-1515

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
04/21/20	XPS8723	Net 30 Days			05/21/20	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
04/20/20	UPS Ground (2 - 3 day)	POKR042020CDW			7267122	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5628680	HP SB 840 G6 I7-8565U 512/16 WP IO Manufacturer Part Number: 7WZ88UT#ABA Serial No: 5CG01428NR <i>Computer for Zoom Court</i>	1	1	0	1,632.51	1,632.51

*Received
C1216
0180-56400*

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$1,632.51
MICHAEL PIPP 312-547-2242 michpip@cdwg.com	TAYLOR COUNTY CLERK OF COURTS ATTN:KEVIN ROBINSON 108 N JEFFERSON ST SUITE 102 PERRY FL 32347	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$0.00
1C1P5Z0		AMOUNT DUE	\$1,632.51



0003:0003

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com

VISIT US ON THE INTERNET AT www.cdwg.com

Page 1 of 1

CLERK OF CIRCUIT COURT

VENDOR NO. C1112

CHECK NO. 1014711

Account	Purchase Order	Invoice Number	Amount	Description
0172 54600		INVOICES	592.32	INV 10418856398
0172 56400		INVOICES	4,773.57	INV 10424744439

C1112

DELL MARKETING L.P.

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

09/29/20

CHECK NO.

1014711

CAPITAL CITY BANK
PERRY, FL 32347

63-68/631

AMOUNT

\$*****5,365.89*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF *****5365* DOLLARS AND *89* CENTS

TO THE
ORDER
OF

DELL MARKETING L.P.
%DELL USA L.P.
P.O. BOX 534118
ATLANTA GA 30353-4118

** NON-NEGOTIABLE **

** NON-NEGOTIABLE **

AUTHORIZED SIGNATURES

** NON-NEGOTIABLE **



ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348

DELL MARKETING L.P.
%DELL USA L.P.
P.O. BOX 534118
ATLANTA GA 30353-4118



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TAYLOR COUNTY CLERK OF COURT
ACCOUNTS PAYABLE
P O BOX 620
PERRY, FL 32348-0620

SHIP TO:

TAYLOR COUNTY CLERK OF COURTS
KEVIN ROBINSON
108 N JEFFERSON ST
STE 102
PERRY, FL 32347-3252

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10424744439 Customer No: 23942100 Order No: SEE BELOW Page 2 of 2

Purchase Order:	POKR08282020A	Sales Rep:	JACOB SAVAGE
Payment Terms:	Due 45 days from invoice date	Shipped Via:	SEE BELOW
Due Date:	11/01/2020	Customer Agreement No:	
Invoice Date:	09/17/2020	Customer Agreement No:	
Waybill Number:	166907438640	Contract Number:	C000000010853
Order Date:	08/28/2020		

Item Number	Description	Qty	Unit	Unit Price	Amount
-------------	-------------	-----	------	------------	--------

SHIP TO: TAYLOR COUNTY CLERK OF COURTS KEVIN ROBINSON 108 N JEFFERSON ST STE 102 PERRY, FL 32347-3252	TAX AMT	
	\$	0.00
	ENVIRO FEE	
	\$	0.00

METHOD: FEDERAL EXPRESS	CHARGES: \$	0.00
WAYBILLS: 166907438630, 166907438640, 461347785959978, 916291312863		

210-AVUF	Dell Mobile Precision Workstation 5550 BTX	1	EA	1,907.68	1,907.68
	System Service Tags: 92B8N53				
391-BFID	15.6" UltraSharp FHD+ IGZO4, 1920x1200, AG, NT, w/Prem Panel Guar, 100% sRGB, Titan Gray w/ IR Camera	1	EA	28.60	28.60
998-EDFZ	Fixed Hardware Configuration	1	EA	16.50	16.50
210-ARIL	Dell Performance Dock- WD19DC 210w Power Delivery	1	EA	269.74	269.74
	System Service Tags: 60P2G23				
210-AVUS	Mobile Precision 7750 CTO BASE	1	EA	2,296.01	2,296.01
	System Service Tags: C45GK63				
210-ARIK	Dell Thunderbolt Dock- WD19TB	1	EA	255.04	255.04
	System Service Tags: CVLKLZ2				

Order Number(s): 684363376, 684363384, 684363392, 684363400

Laptop
92B8N53
Laptop
C45GK63

Received
Gina
0177-56400

a 2525.75
Laptop for
IT manager
372.3 +
4,773.57 +
220.02 +
5,365.89 * to work
from home